

NAS Corporation Limited

Terms & Conditions

Standard Terms of Trading

NAS Corporation Limited operate under the Standard Conditions of contract of the United Kingdom Warehousing Association (UKWA) March 1997 and the Road Haulage Association Limited (RHA) Conditions 1991, in both cases amended as set out below. Your attention is drawn in particular to the exclusions and limitations contained in those conditions, as amended in these Terms and Conditions.

HMRC

All orders processed, whether under bond or duty paid, must conform with all relevant regulations as laid down by HMRC. NAS reserves the right to withhold the processing of orders if compliance to these regulations cannot be guaranteed.

Payment Terms

Payments must be made in full, without deduction, set off or counter claim within 30 days of invoice. Duty invoices must be settled immediately. "All Risks" insurance will automatically cease to be provided if payment is not received by the due date.

Insurance Cover

NAS agree to extend Insurance cover for goods whilst in their custody or to control to an "All Risks" basis as per Institute Cargo Clause A. This cover is conditional upon the customer not breaching NAS payment terms. In the event of a breach of our payment terms, NAS reserve the right to revert to our standard terms without further notification and without reinstatement unless communicated in writing to the customer.

WOWGR Registration

You are required by HMRC to be in possession of a WOWGR (Warehouse keepers & owners warehouse goods registration certificate). This confirms that you are the Registered Owner of Duty Suspended Goods held in Excise Warehouses.

Provision of Information

NAS relies upon accurate and timely provision, by the customer, of information relating to products, receipts, despatches, stock holding, orders and delivery profile. This includes detailed delivery information such as postcodes and telephone numbers. It is required that the customer submits to NAS by the 31 August in each year a forecast for the peak trading period (1 October – 31 December). NAS reserves the right to review the rates in place if the profile of the business defined by the above information varies by more than 10% from that originally agreed.

Despatch

The carrier used for deliveries will be at NAS 's discretion. Drivers will only deliver to the entrance of the premises and will ensure the delivery is confirmed in their presence. If it is agreed that the goods are to be carried into the premises, NAS shall be entitled to levy an additional charge. The customer will be notified, as soon as reasonably practicable, of any delivery discrepancies. NAS will always use their best endeavours to adhere to agreed delivery timescales. However, NAS can accept no liability for missed deliveries and reserve the right to alter delivery days without notice

Receipt of Stock

NAS will only accept goods on behalf of the customer if accompanied by valid, appropriate documentation. Discrepancies will be notified to the customer as soon as practicable. The customer will ensure that all of their suppliers or agents book loads in NAS 's Goods-In department at least three working days in advance of the desired delivery date. NAS will endeavour to check in stock & book onto the system within 2 working days. Orders should not be requested within this period, as HMRC reserve the opportunity to inspect newly landed stock. Thereafter a reasonable amount of time is required by NAS to process orders, pick & prepare stock for delivery/collection. NAS will provide the customer with a Confirmation of Receipt of Stock. It is the responsibility of the customer to ensure that the details contained within this document are correct. NAS are unable to accept any financial liability for the input of the incorrect data unless notified within 24 hours. The palletised rate will apply to single product lines received on standard 1000mm x 1200mm 4 way entry pallets, stacked to a height not exceeding 1450mm. Restacking charges may apply.

Order Processing

NAS will process up to a maximum number of orders per day, as agreed, in writing, with the customer. Orders will not be processed until such time as the information regarding goods received has been entered onto NAS s' system. NAS shall be entitled to make an additional charge for amendments or cancellations of orders, or incorrect information provided. Orders must be received before 1.00pm for next day collection or next day London delivery

Uplifts

The customer will supply NAS with written collection instructions. Goods will be uplifted as soon as practicable and they must be packaged by the client in a secure and suitable manner for transit.

Timed Deliveries

The delivery charges shown on the NAS Transport Tariff apply to the deliveries between 8am and 6pm Mondays to Fridays. Any delivery times specified other than 'am', 'pm', or 'anytime' will incur a £20.00 surcharge.

Delivery Documentation

NAS will provide a Proof Of Delivery (P.O.D.) upon request up to one month from delivery; thereafter a charge will be levied. A reasonable amount of time will be required to obtain PODs from 3rd party carriers. PODs will be available for a maximum of 3 months. NAS cannot guarantee the retrieval of P.O.D.s after this period.

Goods not collected/delivered

Any goods that have not been collected/delivered within five working days of the agreed date will be liable to being re-booked into stock, incurring additional RH&D and storage costs.

Export Orders

Goods received for export must be receipted onto the NAS system at least 72 hours prior to processing the order. Orders will be processed subject to compliance by the customer with NAS 's standard procedures and indemnities.

W8 Under Bond Deliveries

Goods received for under bond deliveries must be receipted onto the NAS system at least 24 hours prior to processing the order. Orders will be processed subject to compliance by the customer with NAS 's standard procedures and indemnities.

Claims

NAS will only accept a claim for actual stock damaged or lost, once shortages have been offset against surplus stock. Claims must be submitted within 14 days of notification of such damage or loss. NAS shall have no liability for claims related to individual or connected incidents with a value of £50.00 or less. All claims will be at "In-Bond" cost excluding VAT. Delivery discrepancies, such as short or incorrect deliveries, must be notified to NAS in writing within 48 hours of delivery. Any claim arising from any shortages must be raised within 14 days of the delivery.

Stock Control

NAS will undertake regular location checks and discrepancies will be reported to the customer. A report detailing the customer's stock will be produced monthly upon request. Authorised personnel will be allowed access to the relevant facilities in order to undertake physical stock checks once each year.

Mixed Cases

NAS accepts "mixed cases" for storage at case rates. If the case is a recognised chateaux/vineyard mix our All Risks Insurance covers it. If the mixed case has been compiled privately there is an option available, which is covered by our All Risk Insurance: NAS will compile an inventory of the mixed case(s). Copies of which are attached to the cases and sent to the owner. The charge for this service is £9.00 per case plus VAT. There is the option of having the mixed cases remain as mixed cases. However, this option is **not** covered by our All Risks Insurance. NAS does not record the contents of mixed cases. Any claims arising on mixed stock received into NAS are subject to UKWA and RHA Conditions only.

Government Legislation and Transport Charges

NAS reserve the right to pass on any increase in charges incurred as a result of changes in taxation imposed by the government on diesel, vehicle licences, duty, VAT etc, or due to increases in commercial bulk fuel prices.

Right of Lien

Sufficient stock must be held in our possession at all times to cover all outstanding monies. In the event of failure by the customer to pay any amount due to NAS or to remove any of the goods from the custody, NAS may, at the due time, without prejudice to its other rights and remedies against the customer, give notice in writing of their intention to sell or otherwise dispose of the goods.

Removal of Entire Stock

All monies due to NAS by the customer must be paid and cleared in full prior to release of goods.