

NIELSEN UK – Terms and Conditions

General

Unless otherwise agreed in writing the following terms and conditions shall govern the sale of goods by Nielsen UK ("The Company") to the exclusion of any other terms and conditions.

Payment

The Customer shall make payment to the Company by the end of month following the month of invoice.

The time for payment shall be of the essence of the contract.

Where payment by the Customer in respect of any invoice is outstanding the Company reserves the right, without any prejudice to any other right of action which may have, at its option to suspend deliveries under any contract made with the Customer and/or cancel any such contract made with the Customer. Interest is charged on a daily basis at a rate of 2% per month on the overdue amount.

Orders

All orders must state clearly the exact description and quantity of goods ordered by the Customer. The Customer cannot cancel an order once placed and no returns will be accepted save by mutual agreement and then only on terms, which will fully indemnify the Company.

Prices

a) The prices stated on the Company's price list are the current Trade prices and are subject to revision without notice to the Customer. The price to be paid for the goods shall be based upon the prices in the price list current on the date upon which the goods were despatched.

The prices stated in the price lists do not include VAT or delivery charges, which the Company will add where appropriate.

Invoice or price queries need to be raised within seven days from the date of invoice otherwise it is deemed to be accepted.

Delivery

Any time or date for delivery named by the Company or Customer is an estimate only and the Company shall not be liable for the consequences of any delay in delivering an order nor shall any delay be a ground for cancellation of the order or any other contract by the Customer.

Instalments

Where the Customer orders goods for delivery by instalments each delivery shall constitute a separate contract and the Customer shall not be entitled to refuse to take delivery or refuse to pay for any instalments on the grounds that any previous instalment was defective or otherwise not in conformity with the contract.

Title and Risk

a) The Company shall not be liable for any risk to the goods after they have been delivered to the Customer or the carrier of the goods. If requested by the Customer, the Customer at additional cost can arrange insurance on the goods in transit.

b) Title in the goods shall pass to the Customer on payment of the full amount of the relevant invoice and of any other outstanding invoice and until such time the Customer shall act as a fiduciary keeper of the goods on behalf of the Company, shall ensure that the goods are separately identifiable from goods supplied by other parties, and shall redeliver the goods to the Company should the Company so require.

Defects

a) In respect of any defects in the goods no refund or replacement will be made unless the Customer notifies the Company in writing within 2 days of receipt of goods. The Customer shall return such goods to the Company for inspection. If any such goods supplied by the Company prove on inspection to be defective in material or workmanship the Company undertakes at its option to replace such goods or refund to the Customer the price thereof, but in no circumstances (except where limitation of liability is statutorily of no effect) will the Company's liability exceed the cost of replacement or the price paid by the Customer for the goods or include consequential loss damage or expense howsoever arising. This undertaking is given in place of and excludes all other warranties and conditions relating to quantity and description whatsoever whether statutory or otherwise.

b) Complaints by the Customer in respect of goods alleged to be defective shall not be grounds for the Customer to withhold payment of amounts due to the Company and shall not give any right or set-off against payments due from the Customer to the Company.

Suitability

The Customer shall determine the suitability of the goods in the light of his intended use and the Company makes no warranty in relation to the suitability of the goods for a particular use and any express or implied warranty or condition (statutory or otherwise) is excluded insofar as legally permissible.