



Terms & Conditions
(order fulfilment and storage)



Terms & conditions – order fulfilment service

Please read these terms and conditions carefully as they contain exclusions and limitations of our liability to you and affect your rights and liabilities under the law.

These terms and conditions only govern the supply of order fulfilment services sold by NX Logistics Limited, a company registered in England and Wales under Registration Number 7229827 whose registered office address is at Pacioli House, 9 Brookfield, Duncan Close, Moulton Park, Northampton, NN3 6WL.

These terms and conditions shall constitute the entire and only agreement between us in relation thereto.

If you are an accredited agent acting on behalf of the Customer and you agree to these terms and conditions unconditionally, please sign and tick the 'I agree to the terms and conditions' at the end of this document as a confirmation of their acceptance.

If you have any questions about these terms and conditions or your eligibility to sign them on behalf of the Customer, please contact our support team, by email: sales@nxlogistics.co.uk or by telephone: 01604 217856

1. Definitions & Interpretations

In these conditions, the following definitions shall apply:

- 1.2.1. Business Day means a day other than a Saturday, Sunday or public holiday.
- 1.2.2. Carrier shall refer to any carrier the Company may use.
- 1.2.3. Company means NX Logistics Limited, see above for company registered address and number.
- 1.2.4. Customer and/or You means the individual or entity that purchases the Services from the Company.
- 1.2.5. Conditions means the terms and conditions set out in this document.
- 1.2.6. Contract means the agreement between the Company and the Customer for the supply of services in accordance with these Conditions.
- 1.2.7. End User means the individual or entity that the Customer is delivering the Goods to.
- 1.2.8. Fulfilment Provider means the Company, NX Logistics Limited, or any agent designated to provide a Service on the Company's behalf.
- 1.2.9. Force Majeure Event has the meaning given in clause 7.
- 1.2.10. Goods means the items the Customer has declared on the Inventory Form to be sent to the Warehouse for the Service.
- 1.2.11. Inventory Form shall refer to the required information that the Customer will provide regarding the Goods to be used for the Service to be carried out.



1.2.12. Order means the Customer's order for the Service.

1.2.13. Service shall refer to the fulfilment service where Goods are stored at the Warehouse, picked and despatched to the designated address.

1.2.14. Warehouse shall refer to the Fulfilment Providers Warehouse.

1.2.15. Website means the domain name www.nxlogistics.co.uk which is owned and operated by the Company.

1.2.16. The headings in this Agreement are inserted for convenience only and shall not affect its construction;

1.2.17. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it;

1.2.18. A reference to one gender includes a reference to the other gender.

1.2.19. Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.2.20. A reference to writing or written includes faxes and e-mails.

2. The Contract Between Us

2.1. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2. The Order constitutes an offer by the Customer to receive the Services supplied by the Company in accordance with these Conditions.

2.3. The Customer will receive confirmation of their Order which shall only indicate that the Company has received the Order. It shall not indicate that the Company has accepted the Customers offer even if payment is taken.

2.4. The Order shall only be deemed to be accepted once the Fulfilment Provider has received the Goods from the Customer, at which point the Contract shall come into existence unless the Company has notified the Customer that:

2.4.1. The Company does not accept the Order;

2.4.2. The Goods have arrived damaged;

2.4.3. The Goods are missing in part or in whole;

2.4.4. The Goods are not as described in the Order;

2.4.5. The Goods are contrary to these conditions;



2.4.6. The Service the Customer ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by the Company from the Fulfilment Provider and/or Carrier; or

2.4.7. the Customer has cancelled the contract in accordance with Section 9.

2.5. the Customer has cancelled the contract in accordance with Section 9.

3. Scope Of Service

3.1. The Company is or works in partnership with the Fulfilment Provider which allows the Company to provide its Fulfilment Services to the Customer in accordance with these terms and conditions.

3.2. The Goods will be assigned with a unique Customer Identification Number and unique Product Number.

3.3. The Goods will receive a bar code number, if applicable within the Contract.

3.4. Tracking for the Goods shall be supported, as applicable within the Contract.

3.5. The Goods shall be stored in the Warehouse and secured using the agreed security measures.

3.6. The Goods shall be shipped using standard shipment methods that do not require specialist packaging or handling with the Carrier unless otherwise agreed.

3.7. Unless pre-agreed The Goods must be received in a condition suitable for shipping. For Goods that are contained individually within a box when delivering to the Warehouse, each individual item within the box must also be packaged appropriately for shipping when they are despatched to the End User.

3.8. All Goods must be within the parcel/pallet dimensions & weight agreed within the Contract.

3.9. 9 All Goods must be non-perishable and capable of storage in an ambient Warehouse without particular orientation and/or storage in a non-temperature controlled environment

3.10. The Fulfilment Provider will weigh and measure the Goods and will amend the details of the Goods if the information the Customer has provided is incorrect; this may incur additional cost for which the Customer would be liable.

3.11. Additional disposal charges shall apply for Goods left in the Warehouse after cancellation of the Service and/or an extended period of quarantine.

4. Customer Obligations

4.1. The Customer warrants that they own the full legal title to the Goods.

4.2. The Customer warrants that they have the full legal capacity to enter into legally binding contracts such as this one.



5.4. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Company shall not be liable for any delay in delivery of the Goods unless pre-agreed.

5.5. If the End User fails to accept delivery of the Goods when the Courier or Sub Contractor attempts to deliver the Goods, the Customer shall be responsible for ensuring the End User collects the Goods from their location at the Courier or Sub Contractor's depot or for the cost of re-delivery.

5.6. Any upgrades to the service used to deliver the Goods will be subject to an additional charge which shall be applied to your account. For the avoidance of doubt and by way of example, if you choose a delivery service that is not suitable for the Goods due to the size, the Goods will be delivered using a delivery service that is appropriate for the size of the Goods.

6. Prices and Payment

6.1. The Service is provided on a credit account basis unless another format of payment is agreed between Company & Customer and is subject to the agreed terms detailed in the proposal made.

6.2. The Company shall be entitled to amend the Price List at any time by providing the Customer with 28 days-notice in writing to be delivered to the Customers last known e-mail address. For the avoidance of doubt, the notice period shall take effect from the date the e-mail was sent.

6.3. Credits may only be awarded to the Customer at the Company's sole discretion. Any refunds due to the Customer shall be paid to the Customer by crediting their account with the Company unless agreed otherwise.

6.4. In the event that the Customer's account falls into arrears, a lien will be held over the Customers Goods and the Service will be suspended until all outstanding balances are paid to the Company.

6.5. Should the Customer's account fall into arrears for a period greater than 90 days, the Company shall be entitled to dispose of the Customer's Goods.

6.6. The Company may at any time, by giving notice to the Customer, apply an additional charge to the price of the Service to reflect any increase in the cost of the Service that is due to:

6.6.1. any factor beyond the Company's control (including, but not limited to, foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other warehousing and shipping costs);

6.6.2. any request by the Customer to change the delivery date(s), quantities or types of Goods for the Service, or the Specification; or

6.6.3. any delay caused by any instructions of the Customer or failure of the Customer to give the Company, Carrier and/or Fulfilment Provider adequate or accurate information or instructions.

6.7. Pursuant to Clause 6.5 above, a separate invoice containing the additional costs shall be sent to the Customer and the Company shall not be obliged to release the Goods until full payment is received.

6.8. The price of the Service is inclusive of the cost of packaging, unless a cost of packaging is included within the proposal made.



6.9. The price of the Service is exclusive of amounts in respect of value added tax (VAT). VAT shall be applied where applicable at the prevailing rate.

7. Exclusions

It is the responsibility of the Customer to ensure that their Goods do not fall within the strict exclusions below:

7.1. Counterfeit merchandise: Any product that has been illegally replicated, reproduced or manufactured is prohibited.

7.2. Promotional media that is intended to be sold which shall include: promotional versions of all media—including books (advance reading copies and uncorrected proofs), music, software, PC & video games, DVDs and videos (screeners) are prohibited.

7.3. Unauthorised and unlicensed merchandise: all media including books, CDs, VHS tapes, DVDs, software and PC & video games must be fully licensed and authorised versions. All items sold must be commercially produced and authorised or licensed as a retail product.

7.4. Software: software that has been copied or duplicated in any format is prohibited. Additionally, academic, OEM, back-up, fulfilment, promotional, beta (pre-release), unauthorised freeware/shareware and "soft-lifted" software versions are prohibited. The majority of software licence agreements permit the initial licensee of the software to make a one-time permanent transfer of the licence directly to an end user. Sometimes the licence requires the transfer to include the entire software product (including all component parts, the media and printed materials, any upgrades, the licence itself and, if applicable, the Certificate of Authenticity). The Customer should refer to the applicable software licence agreement to ensure that any software posted for sale is permitted to be transferred.

7.5. Video games: video games must be full retail versions. Recopied and transferred video games are prohibited. Mod chips, silver disks, video game emulators, Sega boot-disks, game enhancers, unauthorised video game compilations, and accessories are also prohibited.

7.6. Region 1 DVDs: new region 1 DVDs are restricted products and may not be sold unless you have received pre-approval for such sales. Only sellers resident in the USA or Canada who dispatch their products from the USA or Canada are eligible for pre-approval. Only new region 1 DVDs which have been age-rated in Canada or the US may be sold, and the age rating must appear in the seller's region 1 DVD listing. Sellers of new region 1 DVDs are prohibited from selling more than one copy of any new region 1 DVD to any customer, or from selling any new region 1 DVD to any customer who is purchasing the DVD for commercial purposes.

7.7. Recopied media: copies, dubs, duplicates, or transfers of books, music, videos, software, images, and so on are prohibited. Just as you cannot sell a photocopied book without the author's permission, you cannot sell copies or duplicates of videos, music, video games, software, photos, etc. Likewise, you cannot sell transferred media—whether laserdisc to video, CD-ROM to cassette tape, or from the Internet to any digital format unless explicitly approved by the author. You cannot sell items consisting entirely, or largely, of content that is freely available on and/or originates from the web.



7.8. Cigarette substitutes: electronic cigarettes and other nicotine-based products that are not approved as aids to smoking cessation by the Medicines and Healthcare products Regulatory Agency (MHRA).

7.9. Animal products: parts or products from whale or dolphin

7.10. Alcoholic beverages and liquor confectionery, cigars, cigarettes, tobacco and any other products containing tobacco

7.11. Alcoholic beverages and liquor confectionery, cigars, cigarettes, tobacco and any other products containing tobacco

7.12. Weapons: firearms and all associated parts, kits and ammunition; Realistic Imitation Firearms; Air weapons, Airguns, BB guns and Airsoft guns (not including toy guns provided they are not Realistic Imitation Firearms); spear-guns; mace; black powder and all explosives; crossbows (all types, but not including toy crossbows which shoot plastic/foam darts); slingshots/Catapults (not including toys such as catapults that come with an action figure toy); offensive weapons as defined in the UK Criminal Justice Act 1988; Any ammunition, kits spares or accessories for any of the above. fireworks or other pyrotechnics, knives, knife blades, razor blades, swords, daggers, axes and any other articles with a blade or which is sharply pointed and is made or adapted for use for causing injury to persons, with the exception of (i) razor blades permanently enclosed in a cartridge or housing with less than 2mm of blade exposed, (ii) un-lockable folding blades of less than 3 inches, (iii) folding blades of less than 3 inches part of a multi-tool device, (iii) knives included in ordinary cutlery sets with forks and spoons (blocks of knives, sets including only knives and carving sets including only carving knives and carving forks will be considered as excluded products) and (iv) electric carving knives.

7.13. Weapons: firearms and all associated parts, kits and ammunition; Realistic Imitation Firearms; Air weapons, Airguns, BB guns and Airsoft guns (not including toy guns provided they are not Realistic Imitation Firearms); spear-guns; mace; black powder and all explosives; crossbows (all types, but not including toy crossbows which shoot plastic/foam darts); slingshots/Catapults (not including toys such as catapults that come with an action figure toy); offensive weapons as defined in the UK Criminal Justice Act 1988; Any ammunition, kits spares or accessories for any of the above. fireworks or other pyrotechnics, knives, knife blades, razor blades, swords, daggers, axes and any other articles with a blade or which is sharply pointed and is made or adapted for use for causing injury to persons, with the exception of (i) razor blades permanently enclosed in a cartridge or housing with less than 2mm of blade exposed, (ii) un-lockable folding blades of less than 3 inches, (iii) folding blades of less than 3 inches part of a multi-tool device, (iii) knives included in ordinary cutlery sets with forks and spoons (blocks of knives, sets including only knives and carving sets including only carving knives and carving forks will be considered as excluded products) and (iv) electric carving knives.

7.14. Elements of the human body and medical implants any products made of or containing parts of any regulated endangered plant or animal such as for example elephant ivory, coral, sea turtle shells, most reptile skins.



5.4. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Company shall not be liable for any delay in delivery of the Goods unless pre-agreed.

5.5. If the End User fails to accept delivery of the Goods when the Courier or Sub Contractor attempts to deliver the Goods, the Customer shall be responsible for ensuring the End User collects the Goods from their location at the Courier or Sub Contractor's depot or for the cost of re-delivery.

5.6. Any upgrades to the service used to deliver the Goods will be subject to an additional charge which shall be applied to your account. For the avoidance of doubt and by way of example, if you choose a delivery service that is not suitable for the Goods due to the size, the Goods will be delivered using a delivery service that is appropriate for the size of the Goods.

6. Prices and Payment

6.1. The Service is provided on a credit account basis unless another format of payment is agreed between Company & Customer and is subject to the agreed terms detailed in the proposal made.

6.2. The Company shall be entitled to amend the Price List at any time by providing the Customer with 28 days-notice in writing to be delivered to the Customers last known e-mail address. For the avoidance of doubt, the notice period shall take effect from the date the e-mail was sent.

6.3. Credits may only be awarded to the Customer at the Company's sole discretion. Any refunds due to the Customer shall be paid to the Customer by crediting their account with the Company unless agreed otherwise.

6.4. In the event that the Customer's account falls into arrears, a lien will be held over the Customers Goods and the Service will be suspended until all outstanding balances are paid to the Company.

6.5. Should the Customer's account fall into arrears for a period greater than 90 days, the Company shall be entitled to dispose of the Customer's Goods.

6.6. The Company may at any time, by giving notice to the Customer, apply an additional charge to the price of the Service to reflect any increase in the cost of the Service that is due to:

6.6.1. any factor beyond the Company's control (including, but not limited to, foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other warehousing and shipping costs);

6.6.2. any request by the Customer to change the delivery date(s), quantities or types of Goods for the Service, or the Specification; or

6.6.3. any delay caused by any instructions of the Customer or failure of the Customer to give the Company, Carrier and/or Fulfilment Provider adequate or accurate information or instructions.

6.7. Pursuant to Clause 6.5 above, a separate invoice containing the additional costs shall be sent to the Customer and the Company shall not be obliged to release the Goods until full payment is received.

6.8. The price of the Service is inclusive of the cost of packaging, unless a cost of packaging is included within the proposal made.



7.15. Any product that contains other ingredients that are prohibited, restricted or regulated under applicable law.

7.16. Sex and sensuality products.

7.17. Products containing prohibited images of children and any other violent, offensive, obscene or sexual content that is unlawful in any of the countries to which the company enables your products to be sold as well as products which are subject to age ratings in any EU country.

7.18. Loose gemstone products; glass, LCD screens, plasma screens, CRT screens, LED screens, china, porcelain, pots, vases, ceramics, un wrapped furniture, freestanding furniture, un packaged goods, damaged goods, gases, pyrotechnics, arms and ammunition or corrosive, toxic, flammable, explosive, oxidising or radioactive materials.

8. Making Claim

8.1. For all claims for loss, theft or damage to your Goods, you must make your claim within the following periods:

8.2. For damaged Goods, the Company must receive notice of your claim within 24 hours of the delivery date, with all paperwork regarding the claim submitted to the Company within 7 working days thereafter.

8.3. For missing items, the Company must receive notice of your claim within 7 days of the scheduled delivery date, with all paperwork regarding the claim submitted to the Company within the following 7 working days.

8.4. The notice of your claim along with the claim itself must be in writing and submitted using the 'Help' section listed on the web site.

8.5. The Company will dismiss any claim for damaged items where photographic evidence of the damaged item, the packaging used for the item and proof of value in the form of cost and sales invoices is not provided.

8.6. The Company reserves the right to retain any Goods that are the subject matter of a claim for damage for further inspection. Should the Company award compensation under this agreement for the damage, the Company may retain ownership of the Goods for consideration of the claim transaction.

8.7. Before the Company shall award any monetary amount of compensation for your Goods, the Company will consider the market value of the Goods and the value of the Goods stipulated on the invoice provided by you at the time you submitted the claim.

8.8. The maximum amount the Customer can claim for loss or damage to their Goods shall be determined by the following maximum values for each third party courier used by the Company to deliver the Goods:



8.8.1. The Company may dismiss any claim which does not adhere to the above criteria. Any payment above the limits below set are made at the discretion of the Company and would be made based on a level of proven cost.

8.8.2. DPD Express - £100.00 per delivery.

8.8.3. DHL Air (Norsk) - £50.00 per delivery.

8.8.4. DHL Road (Norsk) - £50.00 per delivery

8.8.5. ParcelForce - £100.00 per delivery.

8.8.6. Royal Mail (Packet) - £50.00 per delivery.

8.8.7. Spring Global – No insurance.

8.8.8. TNT Post - £2.00 per Kilo gram.

8.8.9. TNT Express - £15.00 per delivery.

8.9. DPD Homecall – No insurance.

9. Cancellation

9.1. Either party may cancel this Agreement at any time by providing the other party with notice of 3 full calendar months; in writing to the other party's last known address subject to the conditions set out under this agreement. Notices delivered by e-mail shall be a valid form of communication under this agreement.

9.2. Either party may terminate this Agreement with immediate effect in the event that a material breach occurs.

9.3. Upon cancellation, all remaining Goods at the Warehouse shall be returned to the Customer providing all debts and additional charges are settled. The Customer shall be responsible for the arrangement of or to pay the cost of the return carriage.

9.4. Further to clause 9.3 above, the Customer may instruct the Company to dispose of the Goods in the event that the Customer does not wish for the Goods to be returned from the Warehouse.

9.5. In the event that the Company has served notice of cancellation to the Customer and the Customer has failed to respond within 28 days of the date the Company served the notice of cancellation to the Customer, the Company shall issue a final notice where the Customer's Goods will be disposed of if the Customer fails to respond within seven (7) days of the date the final notice was served.

9.6 If additional cost is incurred in the disposal of Goods the Customer will be liable for those costs.

10. Limitation of Liability

10.1. Nothing in these Conditions shall limit or exclude the Company's liability for:



10.1.1. personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

10.1.2. fraud or fraudulent misrepresentation;

10.1.3. any matter in respect of which it would be unlawful for the Company to exclude or restrict liability.

10.2. Subject to clause 10.1:

10.2.1. the Company shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

10.2.2. The Company and its duly authorised agents shall not be liable for and the Customer shall not be entitled to claim from the Company or its duly authorised agents for damages, losses, penalties, injuries, expenses or costs (whether direct, indirect, consequential, incidental or other nature) howsoever suffered and by whomsoever suffered from whatsoever cause arising unless specifically accepted by the Company in writing.

10.2.3. the Company's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the cost price of the Goods.

11. Force Majeure

11.1. Neither party or sub-contractor shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, severe weather, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

12. Severance

12.1. If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

13. Waiver

13.1. A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by the Company to



exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

14. Third Party Rights

14.1. A person who is not a party to the Contract shall not have any rights under or in connection with it.

15. Variation

15.1. Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Company.

16. Entire Agreement

16.1. This Agreement shall set out the whole of our agreement relating to the supply of Goods by the Company to the Customer.

17. Governing Law and Jurisdictions

17.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be referred to an independent arbitrator and governed by and construed in accordance with English law.

17.2. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that cannot be resolved by an independent arbitrator.

I have read and agree to the terms and conditions

Name: _____

Company: _____

Date: _____

Name: _____

Company: _____

Date: _____