

## Non-Cancellable and Non-Returnable (NCNR) Agreement for Non-Standard Material

This Agreement ("Agreement") is made by and between:

**"Supplier":** M.T.M. Products (Industrial Screen Process Printers) Limited, whose registered address is Foxwood Road, Sheepbridge, Chesterfield, S41 9RF with company number 01287490; and

**"Customer":** [Customer's Name], with its principal office at [Customer's Address].

(each a "Party" and together the "Parties").

**NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:**

### 1. Interpretation

- 1.1. This Agreement is supplemental to the Supplier's standard terms and conditions that are annexed to this Agreement. For the avoidance of doubt, where provisions of this Agreement conflict with the Supplier's terms and conditions, the provisions contained in this Agreement shall prevail.
- 1.2. We refer to the terms and conditions ("**Terms and Conditions**") contained in Annex A of this Agreement. Terms defined in the Terms and Conditions shall have the same meaning when used in this Agreement.
- 1.3. If the Customer intends to order further Non-Standard Materials, a separate Agreement shall be signed.

### 2. Order details

- 2.1. The Customer has placed the following order with the Supplier to procure Non-Standard Materials and the Supplier agrees to provide such Non-Standard Materials under the conditions contained in this Agreement to protect against undue financial risk.
- 2.2. Order details (as contained in Annex B):
  - 2.2.1. [NAME OF PRODUCT]
  - 2.2.2. [QUANTITY]
  - 2.2.3. [ORDER NUMBER]

### 3. Non-Cancellable and Non-Returnable Terms

- 3.1.1. If the Customer cancels an order for Non-Standard Materials, the Customer will be responsible for paying to the Supplier the amount of all costs, fees, expenses and other amounts incurred or committed to by the Supplier in respect of such order including, without limitation, in respect of all materials, artwork, manufacturing and shipping costs and taxes.
- 3.2. Non-Standard Materials are **non-returnable** in all circumstances, including but not limited to surplus stock, changes in the Customer's needs, or Customer error in ordering.

### 4. Acknowledgement of Order Details

- 4.1. The Customer agrees that the Order contained in Annex B is accurate in all respects.
- 4.2. The Supplier is not liable for errors resulting from incorrect information provided by the Customer.

### 5. Payment Obligations

- 5.1. The Supplier will not be liable to the Customer in any event that the Customer is unable to make use of the Non-Standard Materials.

**6. Limitation of Liability**

6.1. Supplier’s liability for Non-Standard Materials is limited to replacement or repair of defective materials under the terms of the Supplier’s warranty policy, if applicable.

**7. Entire Agreement**

7.1. In relation to an order for Non-Standard Materials, this Agreement together with the terms and conditions contained in Annex A of this Agreement constitute the entire agreement.

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This Agreement is entered into on the date that the last Party signs and dates as below.

**Supplier Signature:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Customer Signature:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **ANNEX A – TERMS AND CONDITIONS**

**ANNEX B - ORDER**