

TERMS & CONDITIONS OF BUSINESS 2025

1. SERVICES ARE SUPPLIED BY NVM Limited SUBJECT TO THESE CONDITIONS, WHICH GOVERN THE CONTRACT SUBJECT ONLY TO ANY SPECIAL CONDITIONS AS AGREED.
2. THE CUSTOMER IS RESPONSIBLE FOR THE ACCURACY OF ITS ORDER, FOR SUPPLYING ANY INFORMATION REQUIRED BY NVM LIMITED TO PERFORM THE PROJECT, AND FOR THE ACCURACY OF ANY SUCH INFORMATION SUPPLIED.
3. ALL FEES ARE SUBJECT TO VAT AT 23%.
4. PAYMENT OF INVOICES IS REQUIRED 30 DAYS FROM THE DATE OF THE INVOICE.
5. ALL QUOTATIONS ARE VALID FOR 30 DAYS FROM THE DATE OF ISSUE.
6. AN INVOICE WILL BE ISSUED FOR THE WORKS AS OUTLINED ON THE QUOTE. ANY ADDITIONAL MONITORING OR CHANGES TO REPORT TO BE MADE (EXCLUDING MINOR CHANGES) WILL BE CHARGED AT A RATE AGREED IN ADVANCE.
7. THE CLIENT SHALL PROVIDE ALL INFORMATION NECESSARY FOR NVM LIMITED TO COMPLETE THE PROJECT FREE OF CHARGE. THIS WOULD INCLUDE MAPS, RAW DATA, DRAWINGS, PLANS, ACCESS ROUTES, SAFETY INFORMATION, ETC
8. IN THE EVENT OF CANCELLATION OF WORK WITHIN 24 HOURS OF THE AGREED DATE, NVM LIMITED RESERVE THE RIGHT TO CHARGE A FEE OF €900 TO COVER OUR ASSOCIATED COSTS WITH SCHEDULING, HOTEL ROOMS, DIESEL, PREPARATION TIME, ETC THAT WOULD OCCUR AS RESULT. CANCELLATION ON THE DAY WILL RESULT IN A FULL DAY RATE.
10. NO ORDER ACCEPTED BY NVM LIMITED MAY BE CANCELLED BY THE CUSTOMER EXCEPT WITH THE AGREEMENT IN WRITING AND ON TERMS THAT THE CUSTOMER WILL INDEMNIFY THE COMPANY AGAINST ALL LOSS, COSTS AND EXPENSES INCURRED AS A RESULT OF CANCELLATION.
11. THE CLIENT MUST ENSURE THAT NVM LIMITED TEAM MEMEBERS ARE NOT DELAYED AS FAR AS REASONABLY POSSIBLE ON ARRIVAL TO COMPLETE THE WORKS REQUESTED. A WAITING TIME OF €185 PER HOUR WILL BE CHARGED AFTER THE FIRST HOUR. ADDITIONAL EXPENSES FOR OVERNIGHT COSTS INCURRED MAY ALSO BE CHARGED WHERE NECESSARY.
12. WHERE NVM LIMITED INCURS COSTS IN COLLECTING OVERDUE ACCOUNTS, THEN SUCH COLLECTION COSTS WILL BE DEEMED TO BE ALSO DUE.
13. NVM LIMITED RESERVE THE RIGHT TO SUBJECT LATE PAYMENTS TO THE RULING DEFAULT INTEREST RATE AND THE ADMINISTRATION FEES SPECIFIED BY THE 'LATE PAYMENTS IN COMMERCIAL TRANSACTIONS REGULATIONS 2002'.
14. NVM LIMITED RESERVES THE RIGHT TO INCREASE THE PRICES STATED IN THE COMPANY'S ACKNOWLEDGEMENT OF ORDER ACCORDING TO ANY SUBSEQUENT INCREASE IN THE COST OF MATERIALS, PARTS OR LABOUR.
15. NVM LIMITED WILL USE ALL REASONABLE ENDEAVORS TO EFFECT DELIVERY OF REPORTS AND SERVICES BY THE DELIVERY DATE(S) STATED IN THE CONTRACT OR IN ANY ESTIMATE OF DELIVERY TIME PROVIDED BY THE COMPANY.
16. IN ANY EVENT (BUT WITHOUT PREJUDICE TO CONDITION 15), SHOULD DELIVERY BE DELAYED BY ANY ACT, OMISSION OR DELAY ON THE PART OF THE CUSTOMER THE COMPANY IS ENTITLED TO AN EXTENSION OF TIME.
17. EXCEPT IN THE CASE OF DEATH OR PERSONAL INJURY NVM LIMITED IS NOT LIABLE TO THE CUSTOMER FOR ANY DIRECT LOSS OR DAMAGE CAUSED BY DEFECTS, OR FOR ANY LOSS OF AN INDIRECT OR CONSEQUENTIAL NATURE, INCLUDING (WITHOUT LIMITATION) LOSS OF REVENUES, PROFITS, CONTRACTS, PRODUCTION, BUSINESS, ANTICIPATED SAVINGS, GOODWILL OR REPUTATION, HOWEVER CAUSED.
18. NVM LIMITED ARE NOT LIABLE TO THE CUSTOMER FOR DELAY IN DELIVERY OR LOSS OF ANY KIND WHICH IS A CONSEQUENCE OF ANY EVENT IF THE COMPANY COULD NOT HAVE PREVENTED THE EVENT OR CONSEQUENCE BY TAKING REASONABLE STEPS.
19. IF THE CUSTOMER MAKES ANY VOLUNTARY ARRANGEMENT WITH ITS CREDITORS, BECOMES SUBJECT TO AN ADMINISTRATION ORDER, BECOMES BANKRUPT OR GOES INTO LIQUIDATION (OTHERWISE THAN FOR THE PURPOSE OF AMALGAMATION OR RECONSTRUCTION) OR IF ANY ENCUMBRANCE TAKES POSSESSION, OR A RECEIVER IS APPOINTED, OF ANY OF THE PROPERTY OR ASSETS OF THE CUSTOMER, OR IF THE CUSTOMER TAKES OR SUFFERS ANY SIMILAR ACTION IN CONSEQUENCE OF A DEBT, OR IF THE CUSTOMER CEASES, OR THREATENS TO CEASE, TO CARRY ON BUSINESS, NVM LIMITED MAY CANCEL OR SUSPEND THE CONTRACT WITHOUT LIABILITY TO THE CUSTOMER.

20. IF ANY PROVISION OF THE CONTRACT IS HELD TO BE INVALID OR UNENFORCEABLE IN WHOLE OR IN PART, THE VALIDITY OF THE OTHER PROVISIONS OF THE CONTRACT (AND, WHERE APPLICABLE, THE REMAINDER OF THE PROVISION IN QUESTION) SHALL NOT BE AFFECTED.
21. REPUBLIC OF IRELAND LAW IS THE LAW APPLICABLE TO THE CONTRACT.
22. CLIENT PRICING AND RESULTS ARE CONFIDENTIAL, AND WILL NOT BE DISCLOSED TO ANY THIRD PARTIES, OTHER THAN IN AB APPROVED OR OTHER BODIES COVERED BY A CONFIDENTIALITY AGREEMENT.
23. THE QUOTE IS BASED ON AN HOURLY RATE, WHERE ADDITIONAL HOURS ARE INCURRED NVM LIMITED HAVE THE RIGHT TO CHARGE ADDITIONAL FEES AT AN HOURLY RATE OF €65.00 PER HOUR.
24. WHERE ANCILLARY COSTS ASSOCIATED WITH THE SERVICE E.G. COURIER/ LAB COSTS ETC. INCREASE FOLLOWING THE QUOTE APPROVAL, NVM LTD RESERVE THE RIGHT TO PASS ON THESE COSTS TO THE CLIENT.
25. DEVIATION OF LABORATORY RESULTS MAY OCCUR DUE TO VARIOUS FACTORS. NVM LIMITED SHALL NOT BE HELD LIABLE FOR ANY CONSEQUENCES ARISING FOR SUCH DEVIATION BUT WILL DISCUSS ANY CONCERNING RESULTS TO DETERMINE APPROPRIATE ACTIONS.
26. ALL RESPONSIBILITY FOR THE SECURITY AND REPAIR OF HIRE EQUIPMENT SHALL PASS ON TO THE CLIENT WHEN DELIVERED AND INSTALLED ON SITE – THE CLIENT SHALL BE RESPONSIBLE FOR ANY REPAIRS COSTS OR REPLACEMENT OF INSTRUMENTATION SHOULD EQUIPMENT BECOME DAMAGED ON SITE.
27. THE ARTICLES AND SERVICES SHALL PASS FROM NVM LTD. TO THE CUSTOMER UPON DELIVERY OF SUCH GOODS TO THE CUSTOMER.
28. NOTWITHSTANDING DELIVERY AND THE PASSING OF RISK IN THE GOODS, TITLE AND PROPERTY IN THE GOODS, INCLUDING FULL LEGAL AND BENEFICIAL OWNERSHIP, SHALL NOT PASS TO THE CUSTOMER UNTIL NVM LTD. HAS RECEIVED IN CLEARED FUNDS, PAYMENT IN FULL FOR ALL GOODS DELIVERED TO THE CUSTOMER UNDER THIS AND ALL OTHER CONTRACTS BETWEEN NVM LTD. AND THE CUSTOMER. PAYMENT OF THE FULL PRICE OF THE GOODS SHALL INCLUDE THE AMOUNT OF ANY INTEREST OR OTHER SUM PAYABLE UNDER THE TERMS OF THIS AND ALL OTHER CONTRACTS BETWEEN NVM LTD. AND THE CUSTOMER UNDER WHICH THE GOODS WERE DELIVERED.
29. THE CUSTOMER GRANTS TO NVM LTD. IRREVOCABLE AUTHORITY AND LICENCE TO ENTER ONTO THE PREMISES OF OR IN THE OCCUPATION OF THE CUSTOMER FOR THE PURPOSE OF REPOSSESSING GOODS WHERE PAYMENT IN RESPECT THEREOF OR IN RESPECT OF ANY OTHER MONIES DUE BY THE CUSTOMER TO NVM LIMITED HAS NOT BEEN RECEIVED

All requests for information relating to the Terms and conditions for business should be made through info@nvm.ie or by contacting +353 0 419837435.