

TERMS & CONDITIONS

GENERAL

1. (a) These terms and conditions shall apply to all trading between us and the customer. Acceptance by us of your order is conditional upon acceptance by you of the following conditions which override all other terms or conditions inconsistent therewith, express, implied or otherwise.

(b) Any variation of these conditions shall only be binding if agreed by a director in writing. Any stipulation or condition on a customer's order form shall be deemed to be inapplicable to any order placed with us unless expressly agreed to by a director in writing when acknowledging the order in question.

QUOTATIONS

2. Quotations may be withdrawn at any time before receipt of the customer's acceptance and shall be deemed to be withdrawn if acceptance is not received within thirty days from the date of quotation.

PAYMENT

3. (a) Unless the sale is for cash or other credit terms have been expressly agreed, all accounts are due for payment on the last day of the month following that in which goods are delivered.

(b) We reserve the right to refuse to execute any order or contract if the arrangements for payment or the customer's credit are not satisfactory to us. In the case of non-payment of any account when due, or in case there shall be any default or refuse on the part of customer to take due delivery of any goods or materials or in the case of death, incapacity, bankruptcy or insolvency of the customer, or when the customer is a limited company in the case of liquidation, or the appointment of the Receiver, then the purchase price of all goods and/or work invoiced and /or delivered by us to the customer to date shall immediately become due and payable from the customer to us. In addition, we have the right to cancel every contract made with the customer, or to suspend or continue the delivery of goods and materials at our option without prejudice to our right to recover any loss sustained. Interest at the rate of 2% per annum above the current Barclays Bank Limited base rate shall be payable in respect of all sums outstanding.

(c) The customer shall not be entitled to withhold payment of any amount payable under the agreement by us by reason of any dispute or claim by the customer in connection with the agreement, nor shall the customer be entitled to set off against any amount payable under the agreement by us, any amount which is not then due and payable by us or for which we dispute liability.

PRICE

4. (a) Our quotations and prices are based on costs prevailing at the time when they are given or agreed. We shall be entitled to adjust the price of the goods as at the time of delivery by such amount as may be necessary to cover any increase sustained by us after the date of the quotation or order in any direct or indirect costs of making, obtaining, handling or supplying the goods.

(b) Our quotations are based on prices applicable to the quantities specified. In the event of orders being placed for lesser quantities, we shall be entitled to adjust the price of the goods as ordered to take account of the variation in quantity.

DELIVERY

5. (a) Delivery dates are estimates only and the time of delivery shall not be of the essence of the contract. We shall not in any event be liable to compensate the customer in damages or otherwise for any non-delivery or late delivery of goods, or for any loss consequential or otherwise arising there from.

(b) Delivery timescales are dependent on the type of goods ordered, and the requested delivery service, for standard stock items delivery is effected wherever possible within the requested dates, for non standard items a quoted delivery date is required. All orders received would be despatched or advised of lead time within 7 working days.

(c) We do not undertake to deliver or collect any load over roads or ground which in our discretion, we consider to be unsuitable. If a vehicle is used for performing our contract with any customer delivers or collects a load to or

from a place situate off the public highway, the customer is to be solely responsible for any damage or accident and is to indemnify us fully in respect thereof.

(d) If the customer wishes to claim that there is any shortage on delivery of any goods delivered or that the same have been damaged in transit, he shall give notice in writing to us and to any railway or other carrier by whom the goods were delivered, within three days after the delivery is made. Failing which, the goods shall be deemed to have been delivered undamaged and in accordance with the delivery documents.

(e) Unless otherwise expressly agreed in writing our prices only cover delivery and working on normal working days and normal working hours. All deliveries made or work done at the customer's request on Bank holidays, Sunday and Saturday and outside normal working hours, will be subject to extra charges.

(f) In the event of any goods or any packing or container being delivered and deposited whether on the public highway or elsewhere, the customer shall be responsible for compliance with all regulations and for all steps which need to be taken for the protection of persons or property in relation to such goods packing or container and shall indemnify us in respect of all or any costs claims losses or expenses which we may incur as a result of such delivery.

SAMPLES

6. Samples submitted and illustrations in catalogues and trade literature must be accepted as showing type class and general character only without warranty or guarantee as to substance, performance, colour, size, thickness or shape.

INSPECTION OF GOODS

7. The customer shall inspect the Goods immediately on delivery thereof and shall within fourteen days from such delivery give notice to us of any matter or thing by reason whereof the customer may allege that the Goods are not in accordance with the order. If the customer shall fail to give such notice, the Goods shall be deemed to be in all respects in accordance with the Contract and the customer shall be deemed to have accepted the Goods accordingly.

REPRESENTATIONS

8. (a) The customer is responsible for the suitability of the goods or materials ordered.

(b) The Goods are supplied by us on the basis that they conform to the written terms and to any description contained in this document. No other representations, terms, conditions or variation of any sort whatsoever whether written or oral alleged to have been made or entered into by us or any servant or agent of ours shall be of any force or effect.

CANCELLATION OF ORDERS

9. Orders may be amended or cancelled up to the time of despatch, without penalty. Orders cannot be cancelled after goods have already been despatched. However, unwanted goods maybe requested to be returned for refund. (see Returns / Refunds Policy)

RETURNS / REFUNDS POLICY

10. Save as hereinafter appearing any goods supplied will be replaced or repaired free of charge or in our absolute discretion and purchase price refunded if we are satisfied that they were defective in material or workmanship upon delivery and provided notice of the defect is given to us within fourteen days of delivery and the goods are returned to our works carriage paid provided that we accept no liability in regard to the cost of taking out, refixing or making good other materials. Requests for refunds for goods which are not defective in material or workmanship must be made in writing stating reason for return, a decision will be made on a case by case basis. Non defective goods may only be requested to be returned for refund within fourteen working days of receipt, providing that the goods are in as supplied condition, undamaged. Our customer service details for all correspondence-- Customer Service Department, Mecserflex Manufacturing Company Ltd, The Barn, Westhills Lodge, Washpool Lane, Lydiard Millicent, Swindon, Wiltshire, SN5 5PP UK +44 (0)1793 773320: Fax +44 (0) 1793 773330: email sales@mecserflex.co.uk

DEFECTIVE GOODS

11. Save as hereinafter appearing any goods supplied will be replaced or repaired free of charge or in our absolute discretion and purchase price refunded if we are satisfied that they were defective in material or workmanship upon delivery and provided notice of the defect is given to us within fourteen days of delivery and the goods are returned to our works, carriage paid provided that we accept no liability in regard to the cost of taking out, refixing or making good other materials.

The above obligation is undertaken in lieu of all terms, conditions or warranties express or implied whether of Statue of otherwise which are hereby expressly excluded and no liability is accepted by us for loss or damage of any kind direct or indirect, whether arising by reason of our negligence or otherwise.

Without prejudice to the foregoing in so far as any manufacturer limits its liability in respect of such goods or of any consequential liability in connection therewith the same limitation (a copy of which will be provided on request), shall apply to our liability on the sale by us of such goods an shall be accepted by you in lieu of all other conditions or warranties express or implied, statutory or otherwise, which are hereby expressly excluded.

Our total liability hereunder for all and any loss arising, whether directly or indirectly from whatever reason shall be limited to the contract price for the goods.

TITLE AND RISK

12. (a) The goods shall be at the risk of the customer as from the time when they are ready for delivery.

(b) The property in the goods shall not pass to the customer but shall remain vested in us until all sums owing from the customer to us on whatsoever grounds shall have been paid, and until such time the customer shall hold the goods on trust for us. Such sums shall not be treated as paid until all cheques, bills or other instruments of payment given by us by the customer have been met or honoured in accordance with their terms.

(c) The customer shall if so required store, mark or designate all goods referred to in sub-clause (b) hereof so as clearly to show that they are our property.

(d) If the customer shall default in the punctual payment of any sum due to us, we shall be entitled forthwith to repossess any goods which remain our property and the customer shall for that purpose, afford us access to and we shall be entitled to enter any premises in the occupation of the customer or to which he has access and where the goods may then be situate.

(e) The customer shall not pledge or allow any lien or charge to arise over the goods or the documents of title thereto, and shall not deal with them otherwise than in ordinary course of the customer's business.

(f) In the event of any sale or disposition of the goods by the customer, the customer shall hold on trust for us:

(i) If the goods have not been mixed with or incorporated in or attached to other goods or land or buildings, the whole of the proceeds of the sale or disposition.

(ii) If the goods have been mixed with or incorporated in other goods or have become attached to land or buildings, so much of the proceeds of sale as is equal to the price of the goods under this agreement.

VALUE ADDED TAX

13. All quotations and offer prices are exclusive of Value Added Tax, V.A.T. will be added to all invoices at the rate applying at the appropriate tax point.

ENGLISH LAW

14. Every contract to which these conditions apply, shall be constructed and operate as an English contract and in accordance with English Law, and all disputes shall be submitted to the jurisdiction of the English Courts

