

**TERMS AND CONDITIONS OF SALE AT M & M ACCESS LTD WHICH APPLY ABOVE ALL OTHERS.**

**1. GENERAL**

1.1 Every tender, offer, quotation, acceptance and contract for the sale or supply of goods including services associated with the goods by M & M Access Ltd is made subject to these conditions and all other terms and conditions proposed by the Purchaser are excluded.

**2. QUOTATIONS**

2.1 No verbal quotation will be binding upon the company, and quotations are only given upon the company's official paperwork. Quotations are only available for acceptance by the buyer on the Company's terms and conditions for a maximum of 28 days from the date of the quotation (unless specified otherwise).

2.2 Where the buyer purports to accept a quotation in respect of quantities or specification of goods different or in instalments smaller than those quoted, or a delivery over a different period or different location, the company shall be entitled to treat such purported acceptance as a further enquiry in respect of which a separate quotation may be issued.

**3. ACCEPTANCE OF ORDER**

3.1 Orders are subject to the buyer's credit status being approved by the company using whatever means of checking deemed acceptable by the company.

3.2 Orders must contain all relevant information to enable the company to proceed with manufacture of goods ordered. No liability can be accepted for goods incorrectly ordered by the buyer.

3.3 All orders must be received in writing. Facsimile and email orders will be deemed equivalent to orders received in writing. Telephone orders can only be accepted on the grounds that when in receipt of the order acknowledgement by the company to the buyer is signed and dated then faxed back, thus confirming the buyer's order. All orders will be subject to these terms and conditions.

3.4 Order acknowledgements will be emailed or faxed to the buyer by the company. These should then be checked thoroughly by the buyer and any queries, amendments or cancellations to be received in writing to the company within 24 hours of receipt by the buyer.

**4. SCHEDULED ORDER**

4.1 A scheduled purchase order shall constitute authority to manufacture the total goods as specified on the order. The buyer shall be obliged to take delivery and make payment for all goods specified on a scheduled order.

4.2 The buyer at all times shall be liable for the scheduled total stocks, work in progress, specially purchased materials and special manufacturing tools required to fulfil the order.

**5. PRICES**

5.1 Quotations indicate only the price ruling on the date of the quotation and all goods will be charged at the prices ruling on the date of despatch.

5.2 Quotation prices are all exclusive of VAT, which will be charged at the prevailing rate of the date of invoice.

**6. EXPORT ORDERS**

6.1 All export sales are subject to the company obtaining the necessary export licenses / permits. In the event that such licenses / permits cannot be obtained, the contract shall be void and the company shall be under no liability to the buyer.

6.2 The buyer shall obtain the necessary import licenses / permits in the country of destination, but failure to obtain such licenses / permits shall not avoid the contract or relieve the buyer of its obligations to pay.

**7. SAMPLES / LITERATURE**

7.1 Any samples, mock up literature details or colour representation supplied by the company to the buyer shall be accepted as being solely for information and importing any express or implied conditions or warranty as to description, colour or quality, fitness for purpose or merchantable quality of goods subsequently delivered and the buyer shall be deemed to have satisfied himself/herself as to such matters prior to ordering any goods.

7.3 Any advertising, literature, brochures are to indicate products on offer and subject to amendments and are not binding upon the company

**8. PAYMENT**

8.1 Payments will become due end of month following the date of invoice unless provisions have been agreed otherwise.

8.2 Until cheques, draft payments etc. are in the hands of the company and cleared through the company bank account. Payment will not be deemed to have been made or received.

8.3 Payment for goods delivered abroad will be made by letter of credit opened with a bank in the UK and approved by the company with payment being made against presentation of the usual shipping documents, or by telegraphic transfer prior to despatch of goods.

8.4 The company holds the right to charge interest on invoice overdue for payment at 3 per cent above the NatWest Bank base rate per month.

8.5 Failure to make payments on or by the due date shall constitute a breach of contract and the company may suspend all future delivery of goods under any contract until full payment has been received and cleared.

8.6 All goods remain the property of the company until payment has been made in full and cleared through the company bank account.

**9. DELIVERY**

9.1 The company will endeavour to deliver goods on the agreed date any delivery dates or supply periods quoted are estimates only by the company and the company shall not be liable for any loss or damage incurred by delayed delivery of goods.

9.2 All delivery dates and periods are quoted upon the buyer submitting or approving all relevant information at time placing an order.

9.3 In cases where the company arrange on the buyer's behalf insurance of the goods in transit, the company shall be deemed to be acting solely as an agent for the buyer.

9.4 A carriage charge may apply on orders or part orders to a UK mainland destination only unless other arrangements have been agreed by the company.

9.5 The company has the right to determine the most economical route and vehicle type to be used unless agreed otherwise by the company. The company has the right to make charges for aborted journeys under taken by the buyer's instructions. Any special requirements required on deliveries must be agreed by the company and are subject to additional charges being made.

**10. DEFERRED DELIVERIES**

10.1 Any previously agreed delivery dates on full or part deliveries the buyer defers the company have the right to invoice the buyer as if goods had been delivered and payment shall become due according to the normal terms of payment. The company may charge storage costs for the period of deferment.

## 11. FORCE MAJEURE

11.1 The company shall not be under any liability for any failure to observe or for any breach of any of the terms hereof by reason of force majeure and in such events deliveries may be wholly or partially suspended by the company during the operation of force majeure and the time of such suspension shall be added to the delivery time specified in the original contract.

## 12. DAMAGE / LOSS / NON-DELIVERY

12.1 The company accepts no responsibility for non-delivery mis-delivery or damage to goods where the carrier has been given a clear receipt by the buyer.

12.2 Any loss or damage to goods must be notified to the company immediately upon receipt. The buyer shall at the same time note on the carrier's paperwork such loss or damage. Should the buyer fail to comply with the above and the company is precluded from making recovery from the carrier in respect of loss or damage complained of then the buyer shall be liable to pay for the goods as though no such loss or damage occurred.

12.3 Claims for non-delivery of goods must be made to the company in writing within four days of the date of advised delivery.

## 13. CANCELLATION / RETURNS

13.1 Cancellation of a contract for goods ordered must be in writing to the company and can only be cancelled by start of next working day from receipt of the company's order acknowledgement to the buyer

13.2 Returned goods other than those stated in item 12 of these terms and conditions will be subject to a 35% restocking fee, if deemed to be a restockable product and size.

13.3 The company will only accept unopened and undamaged packages and only for goods stated in item 12 of these terms and conditions will be accepted.

## 14. MANUFACTURING SPECIFICATIONS AND TOLERANCES

14.1 Any such detail specifications supplied by the buyer, must be done so at time of order placement to the company unless otherwise agreed.

14.2 In the event of the buyer altering any specifications given after order placement the company may reduce or increase any costs that arise.

14.3 The company holds the right to alter any specifications of goods at any time without notice to the buyer, but only provided the goods will still comply in all respects with the buyer's requirement.

14.4 Goods supplied to the buyer as per their requirements and specifications hold no warranty as to the fitness for any particular purposes by the company. The company will not accept any liability for any such defect or failure to the goods any the buyer shall indemnify the company against all claims, costs actions and proceedings including any such claims that the goods or specifications infringe the property rights of another.

14.5 The company holds the right to manufacture any goods to the company's accepted tolerance and finish from the company's accepted materials for the goods ordered unless the buyer has clearly stated otherwise on drawings or specifications.

14.6 The company will not accept any liability for any minor variations in colour matching or size tolerance within the commercially accepted limits.

## 15. QUALITY OF GOODS

15.1 Any goods that prove to be defective within one week from the date of despatch from the company works shall be replaced at the place of original delivery and the company's liability shall in no circumstance exceed the invoice value of the goods the company accept as defective. No allowances

will be made by the company for the buyer's labour, expenses or consequential losses.

15.2 The company will not accept any responsibility for goods damaged in transit, accidental misuse, overloading, neglect, improper application or goods which have suffered or been subjected to undue wear and tear.

15.3 The company shall not be liable in respect of the conditions, description or quality of any goods or damage, loss and including consequential loss or damage howsoever caused to the buyer or others.

## 16. TERMINATION

16.1 The company shall, at its option, be entitled to terminate all or any contracts with the buyer and recover any expenses, losses or damage resulting to the company if

16.1(a) the buyer has a bankruptcy petition against him or a bankruptcy order is made.

16.1(b) the buyer fails to make payment owed to the company on the due date.

16.1(c) the buyer fails to take delivery of goods within 14 days of being notified by the company goods are ready for delivery unless otherwise agreed.

16.1(d) the buyer is in breach of the terms and conditions of any contract with the company.

16.1(e) the buyer makes or seeks to make any composition or arrangement with its creditors.

16.1(f) a petition is presented or an order is made or a resolution is passed for the winding-up of the buyer.

## 17. PROPERTY

17.1 Any such designs, drawings or patterns produced by the company in any contract shall remain the sole property of the company any the buyer will not utilise or reproduce unless the company has given its permission in writing to do so.

## 18. SUBCONTRACT

18.1 The company holds the right to subcontract out any full or part of, a contract or order.

## 19. TITLE

19.1 Legal and beneficial ownership of the goods is to remain vested in the company until both the goods and any additional items have been paid for in full, and until full payment has been received by the company under any other contract with the buyer for which payment is outstanding.

19.2 If the buyer obtains possession of the goods prior to such payment the buyer shall hold the goods in a separate and identifiable form as bailee and fiduciary agent for the company.

19.3 Failure to pay the full amount when due shall give the company or its employees or agents, the right to repossess the goods (and enter the buyer's premises for that purpose if necessary) with or without notice and without liability and, at its option, to avail itself of any other legal remedy.

19.4 The company shall have the right to sell goods once they have been repossessed under this condition

19.5 Notwithstanding this condition 19, the company shall be entitled to maintain an action for the price of the goods and additional items at any time after the date when payment is due.

## 20. STATUTORY RIGHTS

20.1 Nothing contained herein is intended to affect nor will it affect a consumer's statutory rights.

## 21. JURISDICTION

21.1 These conditions and any contract to supply goods shall be governed in all respects by English Law and be subject to the sole jurisdiction of the English Courts.