

# TERMS AND CONDITIONS

## 1. General

- 1.1 This range of Products are distributed by Mul-T-Lock (UK) (hereinafter called "the Company").
- 1.2 There shall be no binding contract between The Company and the person, firm or company placing the order (hereinafter called "the Buyer") until the Buyer's order has been accepted in writing by the Company.
- 1.3 These conditions shall apply in the case of all contracts entered into by the Company to the exclusion of all terms and conditions, including any standard terms of the Buyer, except as agreed in writing by the Company. Acceptance of the order by the Company shall be determined to indicate the Buyer's acceptance to agreement to abide by these conditions.
- 1.4 Accepted orders may only be amended or cancelled with the Company's express prior approval in writing.
- 1.5 Without prejudice to the provisions of Condition 1.3 should any work be suspended or halted to be paid for work completed or costs incurred.

## 2. Price

- 2.1 Unless otherwise agreed in writing the price of the goods will be that ruling at the date of acceptance of the order. The company reserves the right to alter their prices, from any estimate or quotation previously given to the Buyer if the quotation period has expired.
- 2.2 All prices quoted will exclude Value Added Tax, which will be added to the price at the current rate ruling on the date of delivery of the goods.

## 3. Payment

Payment of all invoices is strictly 25<sup>th</sup> of the Month following the month of invoice for customers with an approved credit account. Otherwise payment is required with the Buyer's order. If any payment is overdue, the Company may (without prejudice to any of its other rights or remedies) charge interest on the overdue amount at the rate of 2% per month and proportionately for any lesser periods as well before, as after judgement, until the overdue amount is paid.

## 4. Delivery and Risk

- 4.1 Delivery of the goods to be supplied to the stipulated place of delivery shall constitute delivery to the Buyer. All risks in the goods shall pass to the Buyer on such delivery. This also applies to deliveries made to a third party on behalf of the Buyer.
- 4.2 Whilst every effort shall be made to deliver goods on or before a specified date, such a date is the Company's best estimate when specified, but is not a contractual commitment.
- 4.3 Discrepancies and damage apparent at the time of delivery must be notes on the carrier's receipt note and notified in writing within 7 days of the delivery. Other discrepancies cannot be accepted by the Company after this time.
- 4.4 Should delivery of the goods be refused or denied for any reason not agreeable to the Company, the Buyer shall pay the full price of the goods within 30 days of the invoice date.
- 4.5 Each delivery or part delivery of an order shall be considered a separate contract and shall not affect or vitiate the contract as to other deliveries.

## 5. Transfer of Property

- 5.1 Property of the goods will remain with the Company until payment is received in full.
- 5.2 Failure by the Buyer to make all payments when due shall give the Company or their appointed agents the right, without prejudice, to any other remedy of the Company, to repossess the goods without prior notice to enter any premises for the purpose of such repossession.
- 5.3 Nothing in this condition shall give the Buyer any right to return any goods. Under no circumstances are our goods sold to the Buyer under a sale/use or return.

## 6. Limitation of Liability

- 6.1 The Company does not manufacture any goods but orders them from one or more suppliers to meet the Buyer's requirements therefore as stated by the Buyer to the Company. To the extent legally possible the Company shall assign to the Buyer, take all reasonable steps to enforce such warranties.
- 6.2 The obligations on the part of the Company set out in paragraph 6.1 of this Condition are accepted by the Company in lieu of all warranties and conditions, expressed or implied by common law, statute, trade usage, custom or otherwise and such warranties and conditions are hereby expressly excluded provided that nothing in this condition or in the rest of the Contact shall be interpreted as excluding or restricting any legal liability of the Company for death or personal injury resulting from the negligence of the

Company and/or its employees, or as excluding or restricting any of the Company's legal obligations arising under Section 12 of the Sale of Goods Act 1979.

- 6.3 Except as provided in the proviso to paragraph 6.2 of this condition the Company shall not be liable for any manner whatsoever (whether in the law of contract tort or otherwise howsoever) for any consequential loss (which shall include, without limitation, loss of profits, reputation, goodwill, business expenses rendered futile by the breach, expenses caused by the breach, any claim made against the Buyer by any other party and any other economic or indirect loss) or any other loss damage or injury in relation to or arising out of the goods or attributable directly or indirectly loss) or any other loss damage or injury in relation to or arising out of the goods or attributable directly or indirectly to the acts, defaults or negligence of the Company or any of the Company employees or agents.

## 7. Events beyond the Company's Control

The Company shall not be liable under the contract wherever and to the extent to which the fulfillment of its obligations is prevented, frustrated, impeded and/or fire, explosion, flood, storm, act of God, governmental acts, orders or regulation, hostilities, civil disturbances, strikes, labour difficulties (whether of the Company or of third parties) machinery breakdown, inability to obtain necessary materials from usual sources of supply, shortage of transport facilities or delays in transit or any other circumstances whatsoever and howsoever arising (whether or not of a class or kind before mentioned) beyond its reasonable control. The Company undertakes to endeavour to overcome any such difficulties but reserves the right to cancel, suspend or vary its obligations under the Contract.

## 8. Buyer's Warranty

- 8.1 By placing the order the Buyer is deemed to have warranted to the Company that it has stated in writing therein all its requirements with regard to the goods and that it has stipulated therein or in a document expressly referred to therein all information relevant to the manufacture or supply of the goods.
- 8.2 The Buyer warrants to the Company that it has not placed the order as agent or any third party.

## 9. Copyright and other intellectual property rights

The Buyer shall indemnify the Company against all damages, claims, losses, costs and expenses arising out of any infringement or alleged infringement of any copyright, patent, trademark, service mark, registered design, unregistered design, moral right or other intellectual property right with the Company incurs arising out of its compliance with the Buyer's requirements. The Company shall not be bound to defend any proceedings brought against it by any third party in respect of any such actual or alleged infringement, but if the Company shall decide to do so, the Buyer shall provide the Company with all such information as the Company may reasonably require.

## 10. Assignment

The Buyer shall not assign or otherwise transfer all or any of its rights, interest or obligations in or under the Contract with the Company's prior consent.

## 11. Buyer's breach and financial situation

If the Buyer shall be in breach of any of its obligations hereunder or under any other contract with the Company of if at any time the Buyer's financial position does not in the Company's unfettered judgement justify continuance of the Contract on the terms of payment agreed, the Company may, without prejudice to any of its rights and remedies and without liability whatsoever to the Buyer, cancel any deliveries until such time as the Buyer shall provide security satisfactory to the Company for the performance of all obligations of the Buyer to the Company.

## 12. HANDLING CHARGES

The Company will not normally accept goods for re-stocking, however, where exceptions are made a handling charge of 20% of original invoice value will be applied.

## 13. GOVERNING LAW

The information, interpretation and performance of this Contract shall be governed by English Law and the Company and the Buyer submit to the non-exclusive jurisdiction of the English Courts in relation to any disputes in connection therein.

## 14. HEADINGS

The headings of these Conditions do not form part of the Conditions and shall not affect the interpretation thereof.

**Prices are in Euro's.**

**Minimum Carriage Paid Order €700 Nett.**

**Orders below €700 nett will be charged carriage at cost (minimum charge of €8.85 or 10% of order value up to maximum of €44.00)**

**SALES OFFICE TEL: 0044 (0) 1536 461111**