

TERMS & CONDITIONS OF SALE

MULTIGRIND SERVICES LIMITED

Terms of sale shall be subject to the following terms & conditions as appropriate:

1. DEFINITIONS

“Contract” shall mean any contract resulting from an order.

“Order” shall mean the buyer’s purchase order.

“Buyer” shall mean Multigrind Services Limited’s customer.

“Seller” and/or “Supplier” shall mean Multigrind Services Limited.

“Goods” shall mean the supplies to be delivered under the contract and shall be deemed to include any parts, item(s) raw materials or service(s) provided.

“Company” shall mean Multigrind Services Limited.

2. GENERAL

2.1 Multigrind Services Ltd (the company), submits all quotations and accepts all orders subject to the following terms & conditions of sale which apply to all contracts for goods supplied or services completed by the company or their employees, to the exclusion of all other representations, conditions or warranties, express or implied.

2.2 Each order received by the company will be deemed to form a separate contract to which these conditions apply and any waiver or any act of non-enforcement or variation of these terms or part thereof shall not bind or prejudice the company in relation to any other contract.

2.3 The company reserves the right to requote its prices at any time, and to decline to accept orders at a price other than at the price stated on the quotation in force at the time of order.

2.4 The company reserves the right to decline to accept any contract that is deemed to be contrary to the company’s policies in force at the time.

2.5 An order placed cannot be cancelled, deferred or altered by the Buyer except by agreement between the company and the buyer.

3. PRICING

3.1 All quotations offered by the company, are based upon the acceptance of these terms & conditions of sale.

3.2 Any variation of these terms & conditions of sale requested by the buyer may possibly result in changes in the offered pricing or a decline to supply.

3.3 Unless otherwise stated, all quoted pricing is in Pounds Sterling and is exclusive of VAT, and delivery.

3.4 Unless otherwise agreed in writing between the company and buyer, in addition to the invoiced value, the buyer is liable for all import duty as may be applicable to the buyer’s required delivery destination.

3.5 If there is any documentation required for import / export formalities, whether or not for the purposes of regulatory duty assessment, the buyer shall make this clear at the time of order.

4. DELIVERY

4.1 Unless otherwise agreed in writing between the company and buyer, all delivery times offered by the company are to be treated as best estimates and no penalty can be accepted for non-compliance with these dates.

4.2 An estimation of delivery time will be provided at order acknowledgement stage. This estimated delivery date maybe extended if there are order queries or any technical issues that need to be resolved prior or during manufacture or provision of service(s).

4.3 Delivery shall be made by the company using a courier service of its choice or its own transport.

4.4 Unless otherwise agreed in writing between the company and buyer, the cost of the delivery will be added to the invoice issued.

4.5 Where the customer arranges their own collection at their cost, then no delivery charges will be made.

4.6 Where requested at the time of placing an order by the buyer, an alternative delivery service can be used, but only if the account details of the alternative transport service are supplied to the company so that the delivery charges can be invoiced directly to the buyer by the delivery service.

4.7 The buyer accepts that, unless otherwise agreed in writing by both the company and the buyer, any outstanding orders not delivered within six (6) months from the agreed original delivery date as stated in the original order (due to, for example, buyer requests for delayed deliveries), can be shipped and invoiced by the company in full at any time after completion of that six (6) month period.

5. INSURANCE

5.1 All shipments from the company are insured. If any goods received by the buyer are in an unsatisfactory condition, the following courses of action shall be taken:

If the outer packaging is visibly damaged, then the goods should not be accepted from the courier, or they should be signed for - only after documented notification with the courier / delivery service that the packaging has sustained damage.

If the goods are found to be damaged after unpacking, Multigrind Services Limited must be informed immediately. Under no circumstances should the damaged goods be returned, unless expressly authorised by the company.

If the damage is not reported within 48 hours of receipt, the insurers of the company shall bear no liability.

Any returns made to the company for any reason, at any time shall be packaged in the original packaging, or its direct equivalent and must be adequately insured by the buyer.

5.2 Any equipment sent to the company for any purpose, including but not limited to equipment originally supplied by the company must be adequately insured by the buyer while on the premises of the company.

6. WARRANTY

6.1 Unless otherwise agreed in writing between the company and buyer, the company offers as part of a purchase order contract, 6 months warranty against faulty goods as a result of defective workmanship by the company.

6.2 The basis of this warranty is that the fault be discussed with the company's technical staff before any return is made.

6.3 If it is agreed that a return for rework / replacement is necessary and / or appropriate, then the faulty item shall be returned carriage paid to the company.

6.4 Insurance terms as discussed in the INSURANCE section will apply.

6.4 Returned goods will not be accepted by the company unless this has been expressly authorised by the company.

6.5 After reworking / replacement of goods, they will be returned to the buyer carriage paid by the company using its preferred method.

6.6 Faults incurred by abuse of the product (as defined by the company) is not covered by the warranty.

6.7 Attempted rectification or alteration of the goods as supplied by the company, by another party immediately invalidates the warranty offered.

6.8 Unless expressly agreed between the company and the buyer in writing, under no circumstances will the company be liable for any incidental or consequential damage or expense of any kind, including, but not limited to, personal injuries and loss of profits arising in connection with any contract or with the use, abuse, unsafe use, or inability to use the company's goods correctly.

6.9 Unless expressly agreed between the company and the buyer in writing, the company's maximum liability shall not exceed, and the customer's remedy is limited to, either:

Repair or replacement of the defective goods item(s)

Or at the company's option, return of the product and refund of the item's order price invoiced by the company.

Such remedy shall be the customer's entire and exclusive remedy.

6.10 Unless otherwise agreed in writing between the company and buyer, returns of faulty parts after the warranty period has expired, shall be accompanied with a purchase order to cover cost of re-inspection and fault assessment. The company may at its discretion make a quotation for repair of the equipment or declare that the item is beyond repair.

6.11 The customer's liability will not exceed 100 pounds sterling unless a further purchase order for the repair is issued.

7. INDEMNITY

Unless otherwise agreed in writing between the company and buyer, the buyer shall indemnify the company against all claims made against the company by a third party in respect of the goods supplied by the company.

8. PAYMENT

8.1 Unless otherwise agreed in writing between the company and buyer, the company's terms of payment are 30 days net month end in the bank account of the company.

8.2 Any charges incurred in making the payment, either currency conversion or otherwise shall be paid by the buyer.

8.3 The company reserves the right to charge interest at a rate of 2.5% above the base rate of NatWest Bank on any overdue accounts.

9. PASSING OF RISK AND TITLE

9.1 The passing of risk for any supply made by the company shall occur at the time of delivery.

9.2 The title; however, shall not pass to the buyer until payment for the good(s) has been received in full by the company.

10. SEVERABILITY

If any part of these terms and conditions is found to be illegal, void or unenforceable for any reason, then such clause or section shall be severable from the remaining clauses and sections of these terms and conditions which shall remain in force.

11. GOVERNING LAW

11.1 This agreement and performance of both parties shall be governed by English law. Any disputes under any contract entered into by the company shall be settled in a court of the company's choice operating under English law, and the buyer agrees to attend any such proceedings.

11.2 Unless otherwise agreed in writing between the company and buyer, no action can be brought arising out of any contract more than 12 months after the completion of the contract.