

Terms & Conditions

1. DEFINITIONS

"The Seller" means Multitechnic Limited; "The Purchaser" means the person firm or company to be supplied with the goods by the seller; "Goods" means the goods materials and/or other items to be supplied pursuant to the Contract. "The Contract" means the contract for sale and purchase of the Goods made between the Seller and the Purchaser to which these Conditions apply.

2. SCOPE

These conditions apply to all sales of Goods by the Seller and shall prevail over and apply to the exclusion of any inconsistent terms or conditions contained or referred to in the Purchaser's order or in correspondence or elsewhere or implied by trade customer practice or course of dealing unless specifically agreed to in writing by the Seller. Purported provisions to the contrary are hereby excluded or extinguished.

3. QUOTATIONS

A quotation or tender by the Seller does not constitute an offer and the Seller reserves the right to withdraw or amend the same at anytime prior to the Seller's acceptance of the Purchaser's order.

4. PRICES

(a) Unless otherwise stated the price is exclusive of value added tax. (b) Any special packaging or means of delivery requested by the Purchaser shall be the subject of an additional charge.

5. TERMS OF PAYMENT

(a) All prices are quoted nett. Unless specifically stated otherwise payment of invoices shall be made without any deduction so as to be received by the Seller on or before the thirtieth day following the date of invoice. Interest shall be payable on the amount outstanding at the rate of two per cent per month to run from the due date of payment thereof until receipt by the Seller of the full amount whether or not after judgement. (b) The Seller reserves the right to levy additional charges to cover reasonable Bank and administration charges in the event of dishonoured cheques whether represented or not. (c) If payment is not received by the Seller on or before the sixtieth day following the date of invoice and the Seller is satisfied that reasonable attempts have been made to communicate with the Purchaser and no reason for non payment that is acceptable to the Seller has been given then notice will be given to the Purchaser that solicitors will be instructed to begin the legal process of debt recovery. (d) The Seller reserves the right to charge an administration fee of not less than £150 should it become necessary to instruct solicitors to begin the legal process of debt recovery.

6. DELIVERY

(a) Estimates for delivery are given as accurately as possible but are not guaranteed. The Purchaser shall have no right to damages or to cancel the order for failure for any cause to meet any estimated delivery time stated. (b) If the Purchaser refuses or fails to take delivery of Goods tendered in accordance with the Contract the Seller shall be entitled to immediate payment in full for the goods so tendered. The Seller shall be entitled to store at risk of the Purchaser any Goods which the Purchaser refuses or of which he fails to take delivery and the Purchaser shall in addition to the agreed price pay all costs of such storage and any additional costs of carriage and administration incurred as a result of such refusal or failure.

7. DISCLOSURE OF INFORMATION

(a) All technical advice data or information given by the Seller its employees or agents in respect of the Goods is made in good faith on the basis of test data and field experience and are provided for general guidance only. No such information advice or data shall form any part of this Contract (b) The Purchaser shall be solely responsible for ensuring that all drawings, information, advice and recommendations given to the Seller either directly or indirectly by the Purchaser or by the Purchaser's agents, employees, consultants or advisers are accurate, correct and suitable. Examination or consideration by the Seller of such drawings, information, advice or recommendations shall in no way limit the Purchaser's responsibility hereunder unless the Seller specifically agrees in writing to accept responsibility.

8. THIRD PARTY RIGHTS

The Purchaser shall indemnify the Seller against any and all claims costs demands and expenses incurred by or made against the Seller as a direct or indirect result of the carrying out of any work required to be done on or to the Goods in accordance with the requirements or specifications of the Purchaser involving any infringement of any intellectual or industrial property right vested in any third party.

9. LIABILITY

(a) The Seller shall not be liable to the Purchaser for (i) any discrepancy in quantity delivered unless the Purchaser notifies the Seller of any claim, in writing, for short delivery within 48 hours of receipt of the Goods; (ii) damage to or loss of the Goods or any part thereof in transit (where the Goods are carried by the Seller's own transport or by a carrier on behalf of the Seller) or non-delivery unless the Purchaser shall notify the Seller, in writing, of any such claim within 48 hours of receipt of Goods or the scheduled date for delivery whichever shall be the earlier; (iii) defects in the Goods caused by any act neglect or default of the Purchaser or of any third party; (iv) other defects in the Goods unless notified to the Seller, in writing, within 48 hours of receipt of the Goods by the Purchaser or where the defect would not be apparent on reasonable inspection within 1 month of delivery. (b) In the event of any shortage or non-delivery and/or defect in respect of which the Seller accepts liability the sole obligation of the Seller shall be at its option to make good any such shortage non-delivery and/or as appropriate replace or repair any Goods found to be damaged or defective. In no circumstances shall the Seller's aggregate liability to the Purchaser whether for negligence breach of contract misrepresentation or otherwise exceed the cost of the defective damaged or undelivered goods determined by net price invoiced to the Purchaser in respect of any occurrence or series of occurrences. (c) Any guarantee or warranty given by the Seller will expire following one year after the date of delivery unless specifically requested by the Purchaser and consequently specifically agreed in writing by the Seller prior to the acceptance of the contract by the Seller. (d) Any guarantee or warranty relating to product longevity or performance is dependent upon reasonable standards of care and maintenance, any evidence of neglect or a lack of care will invalidate any such guarantee or warranty. (e) Subject to the foregoing all conditions warranties and representations expressed or implied by statute common law or otherwise in relation to the Goods are hereby excluded and the Seller shall be under no liability to the Purchaser for any loss damage or injury direct or indirect resulting from defective material faulty workmanship or otherwise howsoever arising and whether or not caused by the negligence of the Seller its employees or agents SAVE THAT the seller shall accept liability for death or personal injury caused by the negligence of the Seller. (f) Without prejudice to the generality of the foregoing the Seller shall have no liability for loss of profits or contracts or other economic, indirect or consequential loss, whether arising from negligence, breach of contract, breach of statutory duty or otherwise however. (g) The Seller's prices are determined on the basis of the limits of liability set out in this Condition. The Purchaser may by written notice to the Seller request the Seller to agree a higher limit of liability provided insurance cover can be obtained therefor. The Seller shall affect insurance up to such limit and the Purchaser shall pay upon demand the amount of any and all premiums. In no case shall the Purchaser be entitled to recover from the Seller more than the amount received from the insurers.

10. FORCE MAJEURE

(a) The Seller shall not be liable to the Purchaser for any loss or damage which may be suffered by the Purchaser as a direct or indirect result of the supply of the Goods by the Seller being prevented hindered delayed or rendered uneconomic by reason of any Force Majeure Circumstances. (b) In this Condition "Force Majeure Circumstances" shall mean any Act of God riot strike lock out trade dispute or labour disturbance accident breakdown of plant or machinery fire flood difficult or increased expense in obtaining workmen materials or transport or other circumstances whatsoever outside the reasonable control of the Seller affecting the provision of the Goods or of raw materials therefore by the Seller's normal source of supply or of the manufacture of the Goods by the Seller's normal means or the delivery of the Goods by the Seller's normal route or means of delivery. (c) If due to Force Majeure circumstances the Seller has insufficient stock to meet all its commitments the Seller may apportion available stocks between its customers at its sole discretion.

11. NOTICES

Any notice hereunder shall be in permanent readable form and shall be deemed properly addressed to the party concerned at its principal place of business or last known address. Any such notice shall be taken to be received by the addressee two working days following the date of despatch of the notice by post or when the notice is sent by hand or given by facsimile or other electronic medium simultaneously with the delivery or transmission.

12. LAW

The Contract shall in all respects be governed by and construed and interpreted in accordance with the laws of England and the parties hereby submit to the non-exclusive jurisdiction of the English courts.