

Mech-Elec Distributors UK Ltd., Unit 1, Bretts Farm, Romford Road, Aveley, Essex, England, RM15 4XD.

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Standard Terms And Conditions Of Sale

1. **Definitions:** In these terms and conditions the following words shall have the following meanings:
"the company" shall mean Mech-Elec Distributors UK Ltd. "Customer" shall mean the person offering to purchase goods from the company, and "Goods" shall mean the articles and services, the subject matter of contract between the Company and the Customer.
2. **General:** All business undertaken by the Company is undertaken on the terms and conditions herein contained and variations will only be binding on the parties hereto if such variations in writing and signed on behalf of the Company. Any order placed by a customer is deemed to be upon the terms and conditions herein contained.
3. **Settlement Terms:** All items are strictly nett and due for payment within agreed terms. The customer shall not be entitled to make any deduction whatsoever whether by reason of set-off for any other reason.
4. **Opening Accounts:** Customers desirous of opening a credit account are requested to furnish two trade references and one Banker's reference. Where no credit account has been opened, cash with order will avoid delay with dispatch.
5. **Prices:** All quotations are given at current prices, but are subject to alteration without notice in accordance with prices ruling at time of delivery. The Company shall be entitled to recover from the customer by way of addition to prices such amounts, which the company may be liable to pay in respect of Value Added Tax (VAT) in relation of the Goods.
6. **Carriage:** Carriage charges are those ruling as at date of dispatch. Where the Goods are specially ordered from manufacturers, and a carriage charge is made by such manufacturers, the Company reserve the right to pass on this charge.
7. **Guarantee:** The Company gives no guarantee or warranty on the Goods other than that given by the manufacturers concerned, this normally being 12 months, but the Company shall do whatever within its powers to protect the customers interests.
The Company does not accept liability for any consequential damage arising from the Goods. Where requested we will assist in the selection and technical aspects of the equipment we supply. This may include providing drawings, circuit diagrams and recommendations. However this information is purely for assistance, the final decision with regard to the suitability lies solely with your own engineer.
8. **Delivery:** Whilst the Company shall always do its best to meet delivery time quoted it can accept no liability for failure to do so.
9. **Reservation of Title Clause:**
 - (a) The Goods shall remain the Company's property and ownership of the Goods shall not pass to the customer until the Company has received in cash or cleared funds payment in full for
 - (i) the Goods and (ii) all other sums of whatsoever nature which are or which become due to the Company from the Customer on any Account.The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any Goods has not passed to the Customer.
Until title to the Goods has passed to the Customer, the Customer shall holds the Goods on a fiduciary basis as bailee, store them (at no cost to the Company) in such a way that they can be identified as the Company's property, and keep them separate from the Customers own property and the property of any other person.
 - (b) Although the goods remain the Company's property until paid for, they shall be at the Customer's risk from the time of delivery and the Customer shall insure them and keep them insured for their full price against loss or damage and against all risks on the Company's behalf and in the event of such loss or damage, shall hold the proceeds of such insurance on behalf of the Company as Trustee for the Company. On request, the customer shall produce the policy of insurance to the company.
 - (c) The Customers right to possession of the goods shall cease if:
 - (i) The Customer has not paid in full for the Goods or for any other sums owing to the Company by the expiry of any credit period allowed by this or any other contract, or

- (ii) The Customer is declared bankrupt or makes any proposal to his creditors for composition or other voluntary arrangement or otherwise takes the benefit of any statutory provision for the time being in force for their relief of insolvent debtors or convenes a meeting of creditors (whether formal or informal), or
- (iii) a Receiver, Liquidator or Administrator is appointed in respect of the Customer's business or any part thereof or if the Customer is unable to pay its debts.

On cessation of the Customers right to possession of the Goods in accordance with this clause, the Customer shall at his own expense make the Goods available to the Company and allow the Company to repossess them.

(d) The Customer hereby grants the Company, his agents and employees an irrevocable license to enter any premises where the goods are or may be stored in order to repossess them or inspect them at any time.

- 10. Manufacturers Terms:** All the terms and conditions are general, but manufacturers terms of business will apply where they differ in any respect and acceptance of the goods constitutes an acceptance of such terms and conditions. In the case where the Goods have been specially made for a specific Customers order, such an order cannot be cancelled without the Company's written sanction.
- 11. Returns:** Goods correctly supplied may not be returned without the Company's agreement in writing. Goods so returned must be consigned Carriage Paid and accompanied by a Packing Note stating the Company's Delivery Note Number. In most instances, a re-stocking charge may be made.
- 12. Packing and Transit:** Boxes and Cases that have been charged will be credited in full if returned in re-saleable condition Carriage Paid, within 14 days from date of invoice. Goods received damaged should be signed for as "damaged".
- 13. Orders:** Written confirmation of telephone orders should be clearly marked as such, otherwise the Company cannot be responsible should the order be duplicated. The Company reserves the right to refuse any order placed or to suspend delivery of any order from time to time if any account is in arrears.
- 14. Waiver:** A waiver by the Company of any term or condition shall not constitute a general waiver of such term or condition.
- 15. Choice Of Law:** The contract between the Company and the Customer shall be subject to and construed in accordance with the laws pertaining in the EU.



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