



TERMS & CONDITIONS

1 - Definitions

In these Terms and Conditions:-

Company means Maincor Ltd, Elizabethan Way, Lutterworth, LE17 4NU or any other Maincor company.

Buyer means any customer, company or person ordering Goods and/or Services of the Company and whose order for the Goods and/or Services is accepted by the Company.

Conditions means the Terms and Conditions set out herein.

Contract means the Contract for the sale of Goods and/or services to be provided by the Company pursuant to the Contract.

Goods means the Goods and/or Services the Company agrees to supply.

Notice/Writing includes facsimile transmission, email and other comparable means of communication sent to the other party at its registered office or principal place of business.

Order means a request in writing from the Buyer to the Company to supply any of the Company's Goods and/or Services.

2 - Application

a) Any Goods and/or Services supplied by the Company shall be made exclusively on the basis of and subject to the Terms and Conditions set out below.

b) No addition to, or variation of these Terms and Conditions shall bind the Company unless agreed in writing and signed by a director of the Company. No agent or person employed by the Company has any authority to alter or vary in any way these Terms and Conditions except as stated above. If such variation is accepted by the Company in writing, these Terms and Conditions shall continue to apply as if that variation were incorporated into these Terms and Conditions.

c) Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without liability on the part of the Company.

3 - Acceptance of Orders

a) No order submitted by the Buyer is accepted by the Company unless confirmed in Writing by the Company or delivery of the Goods and/or Services is made by the Company.

b) The Buyer shall be responsible to the Company for ensuring the accuracy of any order submitted by the Buyer to the Company and for giving the Company any necessary information relating to the order within sufficient time to enable the Company to perform the Contract in accordance with its Terms and Conditions.

c) The quantity, quality and description of and any specification for the Goods and/or services are those set out in the Company's quotation or the Buyers order (to the extent accepted by the Company).

d) If the Company accepts any request by the Buyer to supply any Goods and/or Services other than those specifically referred to in the Company's current price list then the Buyer shall indemnify the Company against all losses, damages, costs etc incurred by the Company in connection with any claim for infringement of any patent, copyright, design, trademark or other intellectual property rights. The Company gives no warranty that any Goods and/or Services supplied on this basis will be fit for their intended purpose.

e) The Company may make any changes in the specification of the Goods and/or Services which are required to conform with any applicable statutory or EC requirements or which do not materially affect their quality or performance.

f) No Order which has been accepted by the Company may be cancelled by the Buyer without the written agreement of the Company and the Buyer undertakes to pay all costs, charges and expenses incurred by the Company for any or all work carried out by the Company prior to cancellation.

g) All drawings, designs, specifications, quotations and other information provided by the Company are confidential and all rights of copyright and other intellectual property rights in their respect shall remain the property of the Company and shall not pass to the Buyer.

h) All descriptions, specifications, drawings and particulars of layouts and dimensions submitted by the Company are deemed approximate only and descriptions and illustrations in the Company's catalogues, price lists and other advertising matter shall not form any part of a contract.

i) All goods must be ordered by the Buyer in the packed quantities as shown in the current price lists of the Company.

4 - Delivery and Prices

a) The price of the Goods and/or Services shall be at the price specified in the Company's confirmation of order or, if none, at the price in the Company's current published price list at the date of supply of the Goods and/or Services. Any quoted prices other than those published in the Company's current price list shall be non binding upon the Company unless a fixed quotation is agreed in writing and signed by a director of the Company.

b) All prices are subject to increase to reflect variations from time to time in costs which are due to any factor beyond the control of the Company (including but not limited to costs of materials, labour, transport, currency fluctuation and any tax, fees or charges imposed by the Government or other authority) or any change in delivery dates, quantities specifications given by the Buyer or any failure of the Buyer to give the Company adequate information or instructions.

c) All prices are given by the Company on an ex works basis and exclude VAT and any other duties applicable and the Buyer shall be liable to pay those duties and (subject to condition i) the Company's charges for transport, packaging and insurance.

d) Dates of delivery and deadlines quoted by the Company are deemed approximate unless explicitly agreed in writing by the Company and the time for delivery shall not be of the essence unless specifically previously agreed by the Company in writing.

e) The Company is entitled to make delivery by instalments against any order it accepts from the Buyer and these Terms and Conditions shall apply to each instalment delivery and any claim by the Buyer in respect of any one or more of the instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

f) If the Company failed to deliver the Goods (or any instalment) for any reason other than any cause beyond the Company's reasonable control, or the Buyers fault and the Company is accordingly liable to the Buyer, the Company's liability shall be limited to the excess over the Company's price of the Goods (if any) of the cost to the Buyer (in the cheapest available market) of similar Goods to replace those not delivered.

g) If the Buyer fails to take delivery of the Goods or fails to give the Company adequate delivery instructions at the time stated for delivery then without limiting or any other right or remedy available to the Company, the Company may:

- Store the goods until actual delivery and charge the Buyer for the reasonable costs (including insurance of storage)
- Sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

h) The mode of transport or delivery shall be at the Company's discretion. For deliveries outside UK, the Company shall be entitled to charge all additional delivery costs to the Buyers account.

i) The Buyer shall be liable to pay delivery charges where:

- The Company's net invoice value (excluding VAT and delivery) is under £300.00
- The Goods are specified by the Buyer as being required for next day receipt, whether delivery is to the Buyer or any third party address stipulated by the Buyer.
- The Goods are requested by the Buyer to be delivered to a site address, whether for next day receipt or not.
- Any alteration to clause i) must be agreed and confirmed by the Company in writing.

j) Goods must be carefully examined on delivery and acceptance thereof duly signed for by the Buyer or his appointed agent will be deemed to constitute acceptance by the Buyer of receipt of the Goods in good condition and conformity in all aspects with the order.

k) i) Unless otherwise agreed in writing by the Company all prices specified by the Company exclude the cost of packing. Any necessary packaging material shall be invoiced at cost price and shall not be taken back.

- The Buyer will dispose of all packaging materials in accordance with the regulations (statutory or otherwise) relating to the protection of the environment.
- The Company shall use all reasonable endeavours to ensure, where necessary, the appropriate packaging is used for despatch, but shall not be liable for any damage or loss of Goods between despatch and delivery to the Buyer.

5 - Terms of Payment

a) Unless the Company specifies in writing (signed by a director of the Company or other person authorised by a director) the Buyer shall pay all invoices in full, without any set off, deduction or counter claim, no later than the last business day of the month following the date of the invoice and the time of payment shall be of the essence of the Contract.

b) If the Buyer fails to make any payment by the due date, the Company may suspend any further deliveries to the Buyer and at the Company's discretion, interest will be charged at 4% over the base rate of HSBC bank from the date payment was due until and including the date of the actual payment.

c) If the Buyer issues a cheque which is not honoured on presentation, or if the Company deems it necessary to arrange special presentation of a cheque, the Company reserves the right to debit the Buyer with the cost of doing so.

d) If the Buyer does not meet the Conditions of payment, or in the case of reasonable doubts about the Buyers credit worthiness or the Buyer makes any voluntary arrangement with its creditors, becomes bankrupt, becomes subject of an administration order, or goes into liquidation, the Company may cancel any outstanding contract with the Buyer and all outstanding invoices on the Buyers account with the Company will become due.

6 - Risk and Property

a) The title to all Goods supplied by the Company shall remain with the Company (retained Goods) until such time that cash or cleared funds have been received by the Company in full for those Goods, and all other Goods for which payment is then due, together with any costs incurred by the Company in attaining such payment.

b) The Buyer shall hold the retained Goods as the Company's fiduciary agent and store them in such a way that they can be easily identified as being owned by the Company and shall ensure that they are fully insured.

c) The Buyer has the right to resell the retained Goods in the ordinary course of its business. Rights to pledge, use as collateral or to lend the retained Goods are specifically excluded.

d) The Buyer shall be obliged to inform the Company about any deterioration or destruction of the retained Goods immediately and shall furnish all information necessary to protect the Company's interest against third parties.

e) Until such time as title to the Goods passes to the Buyer the Company may at any time require the Buyer to deliver up the Goods to the Company and if the buyer fails to do so, enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

7 - Defects and Liability

a) Subject to the exclusions set out in 7b below, the Company confirms that the Goods will correspond with their specification at the time of delivery and will be free from defect in material and workmanship from the date of delivery for twelve months.

b) The Company shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer.

c) The Company shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing), misuse, or alteration or repair of the Goods without the Company's written approval.

d) The Company shall be under no liability (or any other Warranty, Condition or Guarantee) if the total price for the Goods has not been paid by the due date for payment.

e) This liability does not extend to parts, materials or other equipment not manufactured by the Company in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Buyer.

f) The Company does not warrant the accuracy or otherwise of any design, drawing, specification, instructions, or other information or advice that it provides as part of its Services and/or as ancillary information in relation to the Goods.

g) Any claim by the Buyer for any defect in the quality or condition of the Goods must be notified in writing to the Company within 7 days of delivery or if failure was not apparent on reasonable inspection, within a reasonable time after discovery of the defect, but in any event within 6 months of delivery.

h) Where the Goods are returned by the Buyer and accepted by the Company as being defective, the Company shall, at its option, either repair or replace such Goods without cost to the Buyer or allow the Buyer a credit on his account. The Company shall not be liable to the Buyer for any claim by the Buyer for any work done on or with the Goods, loss of profit, or for any loss, damage or cost to the Buyer whatsoever, other than the replacement cost of the Goods and the Buyer shall not be entitled to withhold payment by reason of an alleged defect.

i) Except as expressly provided in these Terms and Conditions all warranties, conditions, and other terms implied by statute or common law are excluded.

j) Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law under the express terms of the Contract for any consequential loss or damage (whether loss of profit or otherwise), costs, expenses, anticipated profits, or other claims for consequential compensation whatsoever (and whether caused by negligence of the Company or its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods and/or Services of the Company.

8 - Force Majeure

The Company shall not be liable to the Buyer to the extent that fulfilment of its obligation to the Buyer has been prevented, hindered or delayed by force majeure as herein defined and without limiting the generality of the foregoing the Company shall be entitled to cancel delivery in whole or in part when it is delayed in or prevented from making delivery by strikes, lock outs, trade disputes, labour troubles or any cause beyond the Company's control including without limitation Act of God, regulation or request, fire, accident, war, riot, delay in transportation, inability to obtain adequate labour, materials or manufacturing facilities and the Company shall not be bound to obtain in the market Goods with which to replace the Goods, delivery of which has been cancelled as a result of any said events.

9 - General Conditions

a) The Company reserves the right to modify or improve any of its products from time to time without any prior notification and such modifications or improvements shall not entitle the Buyer to reject the Goods so improved or modified or any products previously supplied to the Buyer prior to the modification or improvement being affected.

b) The Company may perform any of its obligations or exercise any of its rights under these Terms and Conditions through any member of its Group.

c) Any person who is not a party to any contract under these Terms and Conditions has no right to enforce any part of these Terms and Conditions.

d) Any notice relating to these Terms and Conditions shall be in writing and served or delivered to the other party at its registered office or principal place of business or such other address as may have been notified in writing prior to the party giving notice.

e) If any provision in these Terms and Conditions is found by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

f) No waiver by the Company of any breach of these Terms and Conditions shall be considered as a waiver of any subsequent breach of the same or any other provision.

g) The Buyer must not assign any of its rights or obligations under these Terms and Conditions without the prior written consent of the Company.

h) The validity, construction and performance of these Terms and Conditions shall be governed by the law of England and be within the exclusive jurisdiction of the English courts.

i) These Terms and Conditions shall replace any of the Company's previous Terms and Conditions.