

# mti (1998) Ltd.

Mti (1998) Ltd, Paramount Industrial Estate, Sandown Road, Watford, Herts, WD24 7XA.  
Tel: 01923 249844. Fax: 01923 228951. Web Site : [www.mti1998.co.uk](http://www.mti1998.co.uk)

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## Terms & Conditions

### Definitions

- 1.1 The Seller: Means the supplier to whom the order has been given
- 1.2 The Buyer: Means the addressee of this quotation.
- 1.3 This Quotation: Means the Seller's quotation setting out the terms and conditions of the sale of the goods and it is acknowledged that the Buyer places no reliance on any written or implied representation or any collateral agreement or any inducement to enter into an agreement to purchase or to agree any term thereof.
- 1.4 The Goods: Means the goods specified in the Quotation and all parts or components of them and all work to be done by the Seller and agreed by the Seller.

### Existence of Contract

- 2.1 This Quotation unless previously withdrawn remains open until the date specified in the Quotation and no order based on this quotation shall create any binding contract between the Buyer and the Seller unless and until the Seller has accepted such order in writing.
- 2.2 Any order based on this Quotation shall be deemed to include all the terms and conditions set out in this Quotation and in the event of any such order containing any terms and conditions inconsistent therewith then these terms and conditions shall prevail.

### Design and Drawing

- 3.1 Where the Seller prepares designs or drawings at the request of the Buyer:
- a) The Buyer shall approve such designs and drawings in writing and until such approval has been received, by the Seller, the Seller shall be under no liability to the Buyer, and any time for delivery shall not begin to run, until such confirmation is received.
  - b) Although the Seller shall warrant as to the correct functioning of the Goods no warranty is given as to the product for which the Goods are designed to manufacture.

continued;

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## **Design and Drawing, continued;**

- 3.2 Where the Goods are manufactured to design submitted by the Buyer the Seller shall be under no liability for the correct functioning of the Goods.
- 3.3 In respect of any third parties dealing with the Goods the Buyer shall be responsible and undertake that the Goods are safe and without risk to health, when properly used, and comply in all respects with all relevant statutes, regulations, byelaws, and standards in force at the date of delivery including without prejudice to the generality of the foregoing the Factories Act 1961 and Health and Safety at Work Etc. Act 1974 and the Buyer shall supply in respect of the Goods such information about the use of them as complies with the Health and Safety at Work Etc. Act 1974 or any amendments made thereto or changes or variation thereto at the date of this contract and proper evidence of all tests and examination and research made in compliance with the provisions of that Act.
- 3.4 The Buyer's order must be accompanied by sufficient detailed technical information to enable the Seller to proceed with the order forthwith.

## **Infringement of Copyright or Trademark.**

4. In the event of it coming to the notice of the seller that any work done or any goods to be supplied under this Quotation infringe any patent registered design copyright of other rights in the manufactured Goods then the Seller shall have the right to cease the manufacture of these Goods or to be bound by this agreement and shall retain the title to such Goods as have been manufactured and the buyer shall indemnify the Seller against all claims that made by any person against the Seller for such infringement or alleged infringement or for royalties and against all costs, expenses or other payments arising therefrom and shall pay to the Seller the value of the Work done on and used in the manufacture of the Goods prior to such cessation of manufacture.

## **Variation**

- 5.1 In the event that information given by the Buyer to the Seller differs from that on which this Quotation is based and involves the alteration of this Quotation the Seller may increase the price quoted therein to cover any increase in cost that the alteration may incur and amend the delivery date.

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## Variation continued:

- 5.2 If after the Seller has accepted an order the Buyer requires any alteration in the Goods quoted for the costs of such alteration shall be paid by the Buyer to the Seller on the demand.
- 5.3 Any increase in the cost of labour and/ or materials arising after the acceptance of the order by the Seller and met by the Seller will be notified to and will be repayable by the Buyer upon such notification.

## Cancellation

6. Orders accepted by the Seller cannot be cancelled or suspended by the Buyer except upon terms which indemnify the Seller against any actual or anticipated loss including resultant loss from under-utilised capacity.

## Delay

7. The Seller shall not be liable to the Buyer for any delay in the performance of this contract by or resulting from any strike, lockout, breakdown, war, pandemic, fire, accident, shortage of materials or fuel or any other cause whatsoever outside the control of the Seller. The Seller shall be entitled to terminate the contract forthwith without liability to the Buyer.
  - a) If the dates of delivery shall be extended by these terms and conditions.
  - b) The dates of delivery be delayed under the circumstances set out above.

## Price and Payment

8. The price quoted is ex-works unless otherwise stated and does not Include Value Added Tax. The price payable by the Customer will be increased by the Value Added Tax payable in respect of the supply of the goods or services hereunder.
9. The Whole of the price is due on the date on which the Company gives notice to the Customer that the goods or goods to which the services apply are ready for despatch or failing such notice on the date of delivery. If the Customer does not pay the total price within 30 days of the relevant date, or on the date stated in the quotation, interest shall be payable on the amount outstanding for the period beginning with the expiry of the 30 days and ending with date of payment at the rate of 3% over Barclays Bank Plc's minimum lending rate for the time being.

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## Title

10. a) Title to goods supplied hereunder shall not pass to the customer until payment for those goods has been made of the full contract price and, if payment is not made for those goods at the due date or, if before that date the customer should be wound up or a Receiver be appointed over the whole or any part of the customer's customer, the Company shall be entitled with or without prior notice to the customer or Liquidator or Receiver to re-take possession of the goods (and for that purpose to go upon any premises occupied or owned by the customer).
- b) Until the date of payment customers being bailee's shall store or insure their full value any goods supplied hereunder in such a way as they are clearly the property of the Company, and should a customer sell or otherwise dispose of any goods in respect of which payment is due to the Company, the Customer, or any Liquidator or Receiver shall pay all proceeds of sale or disposition thereof or insurance cover thereon into a separate new account (and not into any overdrawn account) and the Company shall be entitled to trace and recover such monies. The goods shall be insured against all usual perils including loss, deterioration, and damage and the Company shall on request be entitled to a copy of such policies of insurance and to have its interest noted thereon.

## Delivery

- 11.1 The Price or prices quoted herein are ex-works unless otherwise stated.
- 11.2 Delivery dates are given in good faith at the time that the Quotation is submitted but are not guaranteed by the Seller and are not of the essence of any agreement based hereon. Time of delivery dates from acceptance of order shall be extended in the event of late delivery or technical information, drawings, specification, or models by the Buyer and in the event of any alterations in the Goods quoted for being required by the Buyer or upon the delay by the Buyer in paying any instalment of Purchase Price to the Seller.
- 11.3 Each delivery shall be considered a separate transaction and any failure to effect one delivery shall not affect the due performance of this agreement as regards other deliveries.

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## Liability

12.1 Where this quotation includes delivery:

- a) Any claims for non-delivery must be made in writing to both the carriers and the Seller within ten days of advice note or within such a period as may be specified by the carrier, whichever is the shorter.
- b) Any claim in respect of Goods damaged in transit or shortages in delivery must be made to both the carriers and the Sellers within three days of delivery.

If the Buyer fails to comply with any of the requirements of this paragraph or to do all things necessary to protect and further any claim which the Seller may have against the carrier or does anything which adversely affects or invalidates such claims, then the Seller shall in no way be liable to the Buyer for any non-delivery, damage in transit, or shortages in delivery.

- 12.2 In the event of any Goods supplied by the Seller being defective by reason of faulty materials and workmanship or being other than as agreed to be sold, the Buyer shall return such Goods to Seller within seven days of the receipt of the same and the Seller if satisfied that they are to be replaced shall replace such Goods as soon as practical. It is accepted by the Seller that the Buyer shall if practicable be entitled to fully examine, sample test and evaluate the Goods but if they are so held to be defective the Buyer must notify the Seller within seven days of those receipt of Goods by the Buyer. In the absence of doubt the Seller shall in no circumstances be liable for the cost of any such examination, sampling, testing or evaluation whether the Goods turn out to be defective or not.
- 12.3 If Goods supplied by the Seller are altered, adapted, or repaired by any person other than one authorised by the Seller in writing, all liability of the Seller to the Buyer under this agreement for such repair or otherwise shall cease.
- 12.4 Save as herein expressly stated, all contractual terms, conditions, and warranties whether express or implied, by common law, statute, or otherwise are hereby expressly excluded and the Seller shall not be liable to the Buyer under this agreement or any other contract collateral therewith or thereto or in respect of any representation or misrepresentation in any way connected with or leading to this agreement or the making thereof: And the Seller shall not be liable to the Purchaser, his servants, or agents, whether the same is alleged to arise out of or be occasioned by negligence, breach of contract of statutory duty or otherwise.

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## **Liability, continued;**

- 12.5 The Buyer shall indemnify the Seller against all claims, costs and expenses in respect of any actual or alleged loss or damage arising out of design, construction, manufacture, supply or delivery of these Goods and sustained by the Buyer or by any third party, whether a servant or agent of Buyer or otherwise, arising out of or being occasioned by the negligence, breach of contract or statutory duty or otherwise of the Seller, his servants or agents after the Buyer has received the Goods or any part thereof.

## **Warranty**

13. The Goods Supplied by Mti will be guaranteed for a period of Twelve months from delivery of the Goods. The guarantee is applicable to; Material, Plating, Painting, and workmanship

## **Arbitration**

14. If any question, dispute, or differences shall arise between the Buyer and the Seller at any time in relation to or in connection with this agreement of the Goods the Subject hereof, ether party shall give written notice to the other of such question, dispute or difference and the same shall be referred to arbitration in England by a single Arbitrator to be mutually agreed upon. The Arbitrator shall be appointed as an expert and shall sit as such and not as an Arbitrator and as such expert his decision must be treated by both parties as fully binding upon them.

## **Construction**

15. This agreement shall be construed, operate, and be enforced in all respects as a contract made in England in accordance with the laws of England and the Buyer shall submit to the Jurisdiction of the appropriate English Court.

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