

MT Components Limited

Terms and Conditions

1. Definitions

"Company" means MT Components Limited

"Customer" means the customer of the Company

"Goods" means any goods forming the subject of contract including the components of or parts incorporated in them.

2. Conditions Applicable

- 2.1 These terms and conditions shall apply to all contracts for the sale of Goods by the Company to the Customer.
- 2.2 Each quotation shall be deemed to be an offer by the Company to supply Goods pursuant to these terms and conditions and if a Customer shall place an order for Goods, subject to availability, such order shall be deemed to be an acceptance by the Customer of these terms and conditions.
- 2.3 No amendment to these terms and conditions will be valid unless expressly confirmed in writing by a director of the Company.
- 2.4 These terms and conditions supersede others terms and conditions appearing elsewhere and shall prevail over and exclude any terms or conditions stipulated or incorporated or referred to by the Customer or his agents or any third party.
- 2.5 The Company may change these terms and conditions at any time.

3. Price

- 3.1 The Company reserves the right to change the price of Goods before despatch without notice.
- 3.2 Price lists and other advertising literature or materials used by the Company are intended only as indications as to price and range of goods offered and no price, description, or other particulars contained therein shall be binding on the Company.
- 3.3 All prices quoted are exclusive of VAT, insurance, carriage costs and handling charges.
- 3.4 VAT will be charged at the rate appropriate at the date of the sales invoice.
- 3.5 Small orders of invoice value (excluding VAT) of less than £150.00 are subject to a minimum order surcharge of £10.00.

4. Payment

- 4.1 The company will retain title to the goods supplied until payment for the goods is received in full.
- 4.2 Payment is COD, cash, cheque, credit card, bank electronic transfer and banker's draft. The total sales invoice shall be due and payable on the date of the invoice unless credit terms have been specifically agreed in advance. Where credit terms are agreed the total sales invoice is payable from the date of the invoice.
- 4.3 All payments made with credit card will be subject to a surcharge of 2% on the total sales order.
- 4.4 All payments made with cheque will be subject to a surcharge of 1.5% cheque insurance surcharge on the total sales order if the Company is not able to obtain credit insurance in respect of a Customer.
- 4.5 Payment of the total sales invoice and VAT shall be due and payable on the date of the invoice unless credit terms have been specifically agreed in advance. Time of payment shall be of the essence.
- 4.6 The company reserves the right to charge interest on overdue balances on a monthly basis from the date when payment becomes due at a rate of 5% per month. Interest will continue to accrue until the Customer's liability is discharged in full.
- 4.7 It is the customer's responsibility to ensure all payments are made on time, as non-payment, late payments or underpayment can result in cancellation of the contract and/or the trading facility being suspended.
- 4.8 All payments shall be payable by the Customer when due without deduction, deferment, set-off or discount for whatever reason whether for defective goods or otherwise. No claim or alleged claim or counterclaim by any Customer shall be entertained by the Company nor shall any liability attach to it unless all payments due to the Company have been fully made.

5 Title & Risk

- 5.1 In spite of delivery having been made, full title and property to the Goods shall only pass to the Customer when full payment, VAT, interest and charges in respect of the Goods and any Goods previously supplied to the Customer have been paid in full.
- 5.2 The risk in the goods shall pass from the Company to the Customer upon delivery of the goods to the Customer. However, notwithstanding delivery and the passing of risk in the goods, title and property in the goods, including full legal and beneficial ownership, shall not pass to the Customer until the Company has received in cash or cleared funds payment in full for all goods delivered to the Customer under all contracts of sale between the Company and the Customer for which payment of the full price of the goods thereunder has not been paid. Payment of the full price of the goods shall include the amount of any interest or other sum payable under the terms of this and all other contracts between the Company and the Customer under which the goods were delivered.
- 5.3 Risk shall pass to the Customer immediately following despatch of the Goods to our courier and no responsibility will be accepted by the Company for damage or loss in transit.

6 Order

- 6.1 The description of the goods shall be that on the price list and quotation.
- 6.2 The Customer is responsible for verifying the contents of the sales invoice including the price, description and quantity before purchasing. In the case of orders placed by telephone, the Customer is responsible for verifying the

- sales order before purchasing. In the absence of manifest error the sales invoice or sales order in the case of telephone orders, be deemed to have been accepted by the Customer.
- 6.3 The Customer is responsible for verifying suitability and compatibility of the Goods before purchasing.
- 6.4 Under no circumstances shall the liability of the Company exceed the price of each item and the Company shall be under no liability whatsoever to the Customer or a third party of any direct/indirect loss or damage (whether for loss of profit, loss of business or expected loss of profit or business, depletion of goodwill or otherwise) or howsoever arising, costs, expenses or any claims for consequential compensation which arise out of or in connection with the Contract.
- 6.5 Orders accepted by the Company but prior to despatch of the Goods shall not be subject to change or cancellation by the Customer without the consent of the Company and without reasonable notice being given to the Company. A minimum of 20% of sales order as handling charge and cost of carriage may be applied to orders changed or cancelled.
- 7 Delivery**
- 7.1 Delivery will be affected at the delivery address provided by the Customer.
- 7.2 The delivery date is approximate only and not of any contractual effect.
- 7.3 Delivery times are calculated in working days. A working day is any day other than weekends and public holidays. Orders placed after 4.30pm on a working day will be processed the following working day. For deliveries by pallet, orders must be processed before 2pm. Delivery time for deliveries by pallets ordered after 2pm will be calculated as if the order is placed the following day.
- 7.4 The Company will make every effort to deliver on the preferred delivery date or delivery time of the Customer. However, we cannot guarantee delivery times due to factors beyond our control. Additional delivery times are applicable for deliveries outside the United Kingdom.
- 7.5 Time for delivery shall not be of the essence. The Company will not be liable for loss or damage suffered by the Customer through reasonable or unavoidable delay in delivery or despatch. We will inform you if we became aware of delayed delivery.
- 7.6 Upon receipt of your order the Customer will be asked to sign for the Goods received in good condition. In the case of delivery by pallets the Customer must dismantle the pallet. If any of the goods are missing or appear to be damaged sign for the goods "DAMAGED" or "MISSING" and state the quantity of the boxes damaged or received.
- 7.7 The Customer shall inspect the Goods on delivery and shall within 24 hours notify the Company of any alleged shortage in quantity, damage or failure to comply with description. If the Customer fails to notify the Company within such time then the Goods shall be conclusively presumed to be in accordance with the Contract.
- 7.8 In the event of damage, delay or loss due to mishandling in transportation, the Customer shall deal directly with the common freight carrier.
- 7.9 The Customer shall instruct the Company with shipping instructions, if no specific instructions are given, the Company will select a reasonable delivery method to provide a timely delivery.
- 7.10 If after despatch of the Goods, the Customer deliberately fail to take delivery (otherwise than by reason of circumstances under control of the Company) then without prejudice to any other right or remedy available to the Company, the Company may:
- (a) store the Goods until actual delivery and charge the Customer storage costs and all carriage costs incurred by reason of the Customer's failure to accept delivery and the Goods; or
 - (b) at the Company's discretion treat the Customer's failure to accept delivery as cancellation of the Contract and resell the Goods at the readily obtainable price after deducting a minimum of 20% of the sales order as handling charge, all carriage costs incurred by the Company, storage costs and any shortfall below the price the Customer agreed to pay for the Goods.
- The Customer is responsible for returning the Goods to the Company and bearing the cost of carriage to return the Goods. Care must be taken to ensure the Goods are not damaged before the Goods are returned to the Company.
- 8 Intellectual Property**
- 8.1 The Customer acknowledges that rights in respect of trademarks, trade names, copyrights, patents and other intellectual property rights connected with the Goods do not pass to the Customer.
- 9 Goods specifications**
- 9.1 The Company will not be liable for any loss or damage caused by or resulting from any variation for whatsoever reason in the manufacturer's specification or technical data and will not be responsible for any loss or damage resulting from curtailment or cessation of supply following such variation.
- 10 Warranty**
- 10.1 Goods are warranted free from defects for a period of 12 months from date of despatch. Should Goods become defective within this period and the Customer has complied with the Procedure for the Return of Goods set out below, the Company may at its discretion repair or replace the defective item.
- 10.2 Stickers affixed on Goods should be treated as warranty labels and should not be removed. Removing warranty labels may void the Customer's warranty.
- 10.3 The warranty is void if the defect in the Goods arose from fair wear and tear, in consequence of any act of neglect, wilful damage, accident either by the Customer or third party, use otherwise than as recommended by the Company, failure to follow the manufacturer's instructions or manual, or unauthorised alteration, repair, replacement or installation has been carried out without the Company's approval.
- 11. Defective Goods**
- 11.1 The Company is not liable to repair or replace defective Goods until it has had an opportunity to examine them and under no circumstances will the Company replace Goods until all defective Goods have been returned to the Company.

11.2 If defective Goods are to be repaired then the Company may take reasonable time to effect repair. The Company will not be liable for any loss while the Goods are being repaired or tested.

12. Procedure for Return of Defective Goods

12.1 Obtain a Return Material Authorisation (RMA) from the Company website or by RMA form, complete and return to the Company. A separate returns account must be approved before applying online.

12.2 RMA forms must be completed in full by stating clearly invoice numbers, dates, full description of the Goods and as much information as possible about the fault with the Goods.

12.3 RMA numbers are valid for 14 days. Return goods will not be accepted without a valid RMA number.

12.4 The company's paperwork should be included with the goods and the RMA number should be clearly marked on the outside of the package.

12.5 The Goods should be sufficiently packaged so as to avoid damage; the Company will reject packages that have been damaged in transit or otherwise.

12.6 OEM Goods should be returned with appropriate anti-static bags. Goods that are not sufficiently packed could void the Customer's warranty.

12.7 Goods are returned to the Company at the risk and cost of the Customer, processed returns are then returned to the Customer by the company's means.

12.8 Damage or discrepancies in goods returned back to customer should be reported to the Company within 24 hours of delivery, the Company will not be held responsible for claims made after this time.

12.9 In the event the Customer fails to comply with the Procedure for Return of Defective Goods or the warranty is void, the Company reserves the right to refuse the returns and impose handling charges.

12.10 Goods received by the Company and are found to be incomplete or not purchased from the Company will not be exchanged, the Company will arrange for their return at the Customer's expense.

12.11 In the event Goods returned and subsequently tested and found to be free of any faults the Company shall make a minimum charge of £10.00 plus VAT to cover the cost of testing. The Customer shall also pay for the return carriage charge. In the event that payment has not been made within 21 days of notification of the no fault found charge, the goods shall be disposed of without any liability to the Customer.

12.12 Customer's can contact the Company's RMA department on telephone number 0121 331 8978 or by fax on 0121 331 8987. This Telephone line will be closed between 1 – 2pm and after 4.30pm Monday to Thursday and closed all day on Fridays.

13. Force Majeure

13.1 The Company shall not be liable for failure to perform its obligations in the event such performance is prevented or hindered by reason of force majeure. Force majeure shall mean all causes beyond the reasonable control of the Company.

14. Jurisdiction

14.1 This Contract is governed by the law of England and Wales.

14.2 If any part of these Terms and Conditions shall be found to be unlawful it shall not affect the validity or enforceability of the remainder of the Conditions.

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