

# Terms and Conditions of Sale for M.P.Engineering (UK) Limited

These terms and conditions apply to all direct product sales by M.P.Engineering (UK) Limited

## 1. Interpretation

1.1 In these Conditions:

- "Buyer" means the person whose order for the Goods is placed with M.P.Engineering;
- "Conditions" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and M.P.Engineering;
- "Contract" means the contract for the purchase and sale of the Goods;
- "Goods" means the goods (including any installment of the goods) set out in M.P.Engineering's Order Acknowledgement.

1.2 Any reference in these Conditions to any provision of a statute shall be a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

1.4 The expression "person" shall mean any person, firm, company or other legal entity, words importing the singular number shall include the plural and vice versa and words importing one gender shall include all genders.

## 2. Basis of the Sale

2.1 M.P.Engineering shall sell and the Buyer shall purchase the Goods in accordance with any oral or written order of the Buyer which is received by M.P.Engineering, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions introduced or purported to be introduced by the Buyer.

2.2 No variation to these Conditions shall be binding unless agreed in writing between the Buyer and a Director of M.P.Engineering.

## 3. Orders and Specifications

3.1 The Buyer shall be responsible to M.P.Engineering for ensuring the accuracy of the terms of any order (including any applicable specification or reference number) submitted by the Buyer, and for giving M.P.Engineering any necessary information relating to the Goods within a sufficient time to enable M.P.Engineering to perform the Contract in accordance with its terms.

3.2 If the Goods are to be manufactured or any process is to be applied to the Goods by M.P.Engineering in accordance with instructions submitted by the Buyer, the Buyer shall indemnify M.P.Engineering against all loss, damages, costs and expenses awarded against or incurred by M.P.Engineering in connection with or paid or agreed to be paid by M.P.Engineering in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from M.P.Engineering's compliance with the Buyer's instructions.

3.3 The Buyer shall indemnify and hold harmless M.P.Engineering from any loss, damage and expense including legal fees, incurred or sustained by M.P.Engineering caused by or resulting from any defect in Goods manufactured solely to the Buyers own specifications.

3.4 No order which has been received by M.P.Engineering may be cancelled by the Buyer except with the agreement in writing of M.P.Engineering and on terms that the Buyer shall indemnify M.P.Engineering in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by M.P.Engineering as a result of cancellation.

## 4. Price of the Goods

4.1 The price of the Goods shall be the price set out in M.P.Engineering's written/verbal quotation to Buyer.

4.2 M.P.Engineering reserves the right to increase the price of the Goods to reflect any increase in the cost to M.P.Engineering which is due to any factor beyond the control of M.P.Engineering or in the event of M.P.Engineering making a general price increase before delivery of the Goods or any change in delivery dates, quantities or specifications for the Goods requested by the Buyer, or any act or omission of the Buyer.

4.3 The price is exclusive of any applicable value added tax, and any other duties, imposts and taxes which the Buyer shall be additionally liable to pay to M.P.Engineering.

## 5. Terms of Payment and Credit

5.1 M.P.Engineering shall be entitled to invoice the Buyer for the price of the Goods at any time after the Goods are available for dispatch.

5.2 If the Buyer has a credit account with M.P.Engineering the Buyer shall pay the price of the Goods without any deduction or set off within the period specified on the order, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. In all other cases the Buyer shall pay the price of the Goods with its order and M.P.Engineering reserves the right to withhold delivery of the Goods until it has received cleared funds. Receipts for payment will be issued only upon request.

5.3 Failure to pay all amounts due by the due date may result in;

5.3.1 Withholding of further supplies including supplies in respect of which the customer has already made payment in full and/or

5.3.2 Charging of interest on amounts outstanding at a rate of 4% above HSBC Bank PLC base rate from time to time.

5.4 M.P.Engineering may set and vary credit limits from time to time and withhold all further supplies if the Buyer exceeds such credit limit.

## 6. Delivery

6.1 Delivery of the Goods in the United Kingdom shall be made by M.P.Engineering delivering the Goods to the delivery address on the Order or by the buyer collecting the goods at M.P.Engineering's premises at any time after M.P.Engineering has notified the buyer that the goods are ready for collection. Delivery of the goods outside the United Kingdom shall be made using the buyers own carrier or delivery will be charged at cost to the buyer for any and all costs incurred.

6.2 M.P.Engineering will endeavor to deliver the Goods on the date specified in the Order but M.P.Engineering shall not be liable for any delay in delivery of the Goods howsoever caused. The goods may be delivered by M.P.Engineering in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

6.3 Where the Goods are to be delivered in installments, each delivery shall constitute a separate contract and failure by M.P.Engineering to deliver any one or more of the installments in accordance with these Conditions or any claim by the Buyer in respect of any one or more installments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

## 7. Risk and Property

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer;

7.1.1 in the case of goods to be delivered to the buyer at the time of delivery or if the Buyer wrongfully fails to take delivery of the goods, the time when M.P.Engineering has tendered delivery of the goods; or

7.1.2 in the case of goods to be collected by the buyer at the time when M.P.Engineering notifies the buyer that the goods are available for collection.

7.2 Notwithstanding delivery and the passing of the risk to the Buyer both legal and beneficial title ("title") to the Goods will remain with M.P.Engineering until such time as M.P.Engineering has received in full payment for the Goods.

## 8. General

8.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing and delivered by hand or sent by first class recorded delivery or registered post addressed to that other party at its registered office if a company or principal place of business if another trading entity.

8.2 No waiver by M.P.Engineering of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

8.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

8.4 The Contract shall be governed by the laws of England.

### M.P.Engineering (UK) Limited – Bank Details

All BACS payments should be made to

HSBC Bank Plc  
Account Name: M.P.Engineering (UK) Limited  
Sort Code: 40-47-25  
Account Number: 41015346  
IBAN: GB95MIDL40472541015346  
Swift Code: MIDLGB21

Cheques should be made payable to M.P.Engineering (UK) Limited and sent to the following address;

HSBC Invoice Finance (UK) Limited  
Farncombe Road  
Worthing  
West Sussex  
BN11 2BW