TERMS AND CONDITIONS

1. DEFINITIONS
In the terms and conditions the following words shall have the following meanings:

"The Customer" means the person firm or company to whom this document is addressed.

"The Equipment" means the goods to be purchased by or Services to be provided to the Customer.

"The Contract" means the contract in which these terms and conditions are incorporated by which the Customer purchases the equipment or services from the Company.

2. GENERAL
(a) The Customer acknowledges that all the terms of the Contract between the Customer and the Company are contained in this document and that The Customer is not relying on any prior representation and accordingly nothing said or written by the Company is not set out herein the Contract shall bind the Company or give rise to any rights or claims of any kind against the Company.
(b) No order shall be considered as binding unless written confirmation has been received by the Company prior to the date of the Contract.
(c) The acceptance of any order by the Customer shall be subject to the receipt of sufficient information to enable the Company to proceed with the supply or installation and if the Company shall not have received such information. it shall be at liberty to increase the prices charged to the Customer by such amounts as shall be reasonable to enable it to cover any extra costs or expenditure necessitated by lack of information.

3. EQUIPMENT OFFERED
The Company reserve the right to make any amendments in the Contract if any improvement in the offer of equipment or parts of the standard is made. If the Equipment referred to in the quotation shall no longer be readily available at the time of delivery.

4. SPECIFICATION ETC.
(a) All descriptive and forwarding specifications, drawings and particular, weight and dimensions submitted are approximate only and the descriptions and illustrations enclosed in catalogues, price lists and other advertising material are intended merely to present a general idea of the goods described herein and shall not form any part of any contract.
(b) All performance figures quoted by the Company are based upon experience but are to be considered as approximate only. Equipment is carefully inspected and submitted to standard tests before installation. If special tests are required or specified these will only be undertaken in the presence of the Customer or the Customer representative and can be charged for as extra. Any delay caused by such special test must be added to the time quoted for delivery.
(c) The Company does not accept any responsibility for details and specification supplied by the Customer and the Company shall be liable for all costs and expenses for all work based on Customers supplied details.
(d) The Company is not liable to the Customer for any Equipment misuse.

5. DELIVERY
Delivery of the Equipment shall be to the address given by the Customer or the Customer address at the cost to the Customer unless otherwise stated. The Company shall not be liable for any inaccuracies of instructions from the Customer.

6. TERMS OF PAYMENT
(a) Payment of the Company's accounts for Machinery and Equipment Sales to bona fide account holders will consist of an initial payment of 30%. The balance shall be received by the Company in full, and within 7 days of the placement of the Order.
(b) A second payment of 30% will be invoiced upon confirmation of the shipment date for the goods from the factory. This invoice will be payable within 30 days from the date of the invoice unless otherwise agreed ("Claim Date").
(c) The final 10% payment will be invoiced 14 days from the date of the invoice unless otherwise agreed.
(d) Payment for services other than for the sale of Machinery and associated equipment is deemed payable 30 days from date of invoice.
(e) Non-Account holders will be issued with a Pro-Forma invoice to be paid in full before the acceptance of an Order.

7. PROPERTY AND RISK
(a) Risk in the Equipment shall pass to the Customer when the Customer is in receipt of the Equipment or collect it or in the case of installation or the Company when notice of completion has been sent to the Customer.
(b) Even though Risk in the Equipment shall pass in accordance with clause (a) of the Customer will not own the Equipment until one of the following events occur:
1. The Company is paid for the Equipment and no other amount is outstanding from the Customer to the Company in respect of other goods or services supplied by the Company.
2. The Customer sells the Equipment in accordance with this Contract in which case ownership of the Equipment will pass to the Customer immediately and the Equipment delivered to the Customer Buyer.

Mekko Technologies, Unit 16 Buckland Road, Leicester LE5 0NT, England
Email: mec@mekko.co.uk Website: www.mekko.co.uk
Tel: (+44 or 0)116 276 4242 Fax: (+44 or 0)560 1122 855. Proprietor: Mr M.E. Chambers