



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 into which these terms and conditions are incorporated and by which the Customer purchases the equipment or Services from the Company.

"The Terms" means the Terms and Conditions of Sale set out herein.

2. GENERAL.

(a) The Customer acknowledges that all the terms of the Contract between the Customer and the Company are contained in these terms and that the Customer is not relying on any prior representation and accordingly nothing said or written by or on behalf of the Company that is not set out in this 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 until and unless the Company in writing has accepted it. Any alterations, additions or deletions to such order shall not be binding on the Company unless confirmed in writing and agreed by the Company prior to the date of the Contract.

(c) The acceptance of any order by the Company is 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 such lack of information.

3. EQUIPMENT OFFERED.

The Company reserve the right to make any amendments in matter of detail if any improvement in facilities or performance may be achieved thereby or to supply Equipment or equivalent or approximately equivalent performance 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 particulars, weight and dimensions submitted are approximate only and the descriptions and illustrations contained 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) Any 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 Customers 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 Customer 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's misuse.

5. DELIVERY.

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

Delivery times or dates which are specified in an order or acceptance shall be considered as approximate only and although the Company will make every effort to make any delivery date so specified no claim shall lie against the Company for any delay in delivery which shall not be a ground entitling the Customer to cancel the order. The Company shall not be liable for the safekeeping or the insurance of Equipment delivered and shall not be liable for any loss sustained by the Customer after delivery howsoever arising. The Company shall not be liable for the acts or defaults of any deliverer or carrier and the Customer shall arrange its own insurance cover if required.

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%. This payment shall be received by the Company in full, and within 7 days of the placement of the Order.

(b) A second payment of 60% will be invoiced upon confirmation of the shipment date for the goods from our factory. This invoice will be payable within 30 days from the date of the invoice unless otherwise agreed ("Due Date").

(c) The final 10% payment will be invoiced 14 days from the issue of the advised shipment date. This invoice will be payable within 30 days from the date of the invoice, and will be due in full regardless of commissioning and project completion dates over which the Company has no influence (if applicable).

(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.

(f) All invoices will be emailed to you. If you require a hardcopy through the post then there will be an additional charge of £5.00 to have this sent to you by recorded delivery.

(g) Interest on overdue invoices will be calculated in line with the Bank of England's Statutory Interest Rate Charge until the balance has been cleared.

(h) The Customer shall not be entitled to withhold payment by reason of any alleged minor defect. The Company will investigate any alleged defect only after payment in full of the balance due as detailed on the Company's Invoice.

(i) Any queries on invoices must be notified to our Accounts department via email within 7 days from the date of the invoice to be accepted. Queries will then be investigated and once the query has been satisfied the balance will be due on our standard terms of 30 days from the date of the invoice, unless otherwise agreed.

(j) It is in the absolute discretion of the Company to accept cheques as payment but payment will not be considered made until such time as the cheques clear through the normal banking clearance system but the Company reserves the right to request payment by Bankers Draft.

(k) Any increase in costs between the date of the order and the date of delivery and installation of materials or services to the Company shall be passed on to the Customer and such increased costs will be added to the invoice for the Contract or invoiced as soon as reasonably practicable thereafter.

(l) The Company reserves the right to withhold delivery of the equipment at its discretion in the event that the Customer shall be overdue on any account in respect of any contract that it may have with the Company.

(m) The company reserves the right to cease any works by giving you 48 hours' notice if any balances are overdue.

(n) The company reserves the right to place your service account on hold for any invoices overdue; this means that no service or breakdowns will be attended until the balance has been cleared in full.

(o) If your account is placed on hold while in a service contract with us the contract will still apply for the term of your contract.

(p) We reserve the right to take further legal action if payment is being withheld for no valid reason. All costs for us to instruct legal action will be borne by the customer.

7. PROPERTY AND RISK.

(a) Risk in the Equipment shall pass to the Customer when the Customer or its agent takes delivery of the Equipment or collects it or in the case of installation by the Company when notice of completion has been sent to the Customer.

(b) Even though risk in the Equipment has passed in accordance with clause (a) 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 amounts are 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 before the Equipment is delivered to the Customers 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