



3. The Company expressly waives its right of retention of title in respect of specified Equipment whereupon ownership of that Equipment will immediately vest in the Customer.

(c) Before title has passed to the Customer under the terms of clause (b) and without prejudice to any of its rights the Company shall have the right to recover and resell the Equipment or any of it and may enter upon the Customer's premises by its servants or agents for that purpose. The Customer shall be liable to the Company for all sums due to the Company for the Equipment or its recovery or expended by the Company in making any claim until all sums due have been fully discharged.

(d) To enable the Company to recover and resell equipment in the circumstances set out in (c) above where the Equipment or any part of it is on third party premises the Customer hereby irrevocably appoints the Company acting by its servants or agents as agent for the Customer giving the Company acting as aforesaid the same rights to go onto the third party's premises as the Customer itself

(e) Should the Customer alter the Equipment by subjecting it to any manufacturing process or incorporating it into another product or mixing it in any way the Company will own the resulting product ("altered goods") until payment due under all contracts between the Company and the Customer has been made in full and all the Company's rights under these clauses shall extend to the altered goods.

(f) Until payment due under all contracts between the Customer and the Company has been made in full:

1. The Customer shall hold upon trust for the Company the Equipment and altered goods.

2. In the event of the sale or hire of the Equipment or the altered goods by the Customer it shall hold the proceeds of such sale or hire on trust for the Company in a separate bank account opened by the Customer for this purpose.

3. The Company may trace all such proceeds of sale or hire charges received by the Customer through any bank or other account maintained by the Customer.

4. In the event of sale or hire of the Equipment or altered goods by the Customer in the ordinary course of its business the Customer shall assign its rights to recover the selling price or hire charges from the third parties concerned to the Company if required to do so in writing by the Company.

5. The Customer shall not assign to any other person any rights arising from a sale or hire of the Equipment or the altered goods without the express consent of the Company in writing.

(g) As the insurable risk in the Equipment shall pass to the Customer as soon as the Equipment is delivered to him or to his order and pending disposal the Customer shall keep the Equipment insured in the amount of the price at which the Equipment is sold to the Customer against all insurable risks.

(h) If Equipment is destroyed by an insured risk prior to the same being paid by the Customer the Customer shall receive the proceeds of the insurance as trustee for the Company.

8. NON DELIVERY.

All claims for non-delivery must be notified to the Company in writing within seven days of invoice date. If no notice of defect is given by the Customer to the Company in writing within seven days of delivery then the customer is deemed to have accepted the delivery and the Equipment. In the event that there is a delay in delivery the Company reserves the right to charge a storage fee of 0.5% of the total invoice value per week or part thereof.

9. GUARANTEE.

(a) The Company undertakes to repair or replace defective parts only if such defects shall become apparent under normal use and service within twelve months from the date of delivery. This guarantee will cease to operate if the Customer is in breach of the terms for payment or any other terms of the contract or shall have tampered with the equipment supplied. All other guarantees warranties or conditions expressed or implied statutory or otherwise are hereby expressly excluded insofar as such exclusion is not prohibited by statute.

(b) The Company shall be entitled to charge at its normal rates for the time being for any visits to the Customer's premises in relation to alleged defects or failures where such visits are found to be unnecessary or not covered under the terms of the Guarantee.

10. COMPANY LIABILITY.

Any liability on the part of the Company is subject to the terms of payment and all other obligations to the Company under the Contract being strictly observed.

11. CANCELLATION.

The Company reserves the right to make such charge as it considers reasonable in the respect of the cancellation of the whole or part of any order. No cancellation will be accepted where goods are to be supplied to meet the special requirements of the Customer. Where any cancellation (in whole or part) is accepted then the Customer shall pay the Company a restocking fee equivalent to 20% of the total invoice value.

12. INDULGENCE.

Any time or other indulgence forbearance or concession by the Company to the Customer shall not in any way constitute a waiver or otherwise prejudice the Company's rights under this Contract.

13. NOTICES.

Any notices to be given or served under this Contract shall be in writing and shall be sufficiently given to or served on the party to whom or to which it is addressed if it is sent by recorded delivery post to the party at his or its last known address and shall be deemed to be given or served on the first business day following posting unless otherwise delivered in person.

14. TRADE MARKS.

The Customer shall not in any way tamper or allow to be tampered with any trademark or logo of the Company affixed to any equipment.

15. LEGAL CONSTRUCTION.

This Contract shall in all respects be construed and operated as an English Contract and in conformity with English Law and in the event of any dispute the Customer and the Company agreed to submit to the jurisdiction of the English Courts.

16. RIGHTS TO TERMINATE.

At the discretion of the Company the Company reserves the right to cancel at any time a Service Maintenance Contract or Agreement. The Company also extends this Cancellation of Contract right to the Customer if:

The Customer does not owe monies to the Company for previous services afforded and/or parts delivered or ordered.

Any amounts that may be owed to the Company by the Customer must be settled in full for the Cancellation and Termination of a Service Contract Agreement to be finalised.

The Company reserves the right to terminate this Contract on notice given at any time by the Company to the Customer if:

(a) The Customer commits an act of bankruptcy or has a Receiving Order made against it or suffers execution upon its goods or compounds or makes any arrangements with its creditors or a Winding-up Order is made or an effective resolution is passed putting the Customer (being the Company) into liquidation or the Customer (being the Company) has a receiver appointed of its property or any part thereof or a cheque given by the Customer to the Company for any purpose is dishonoured and has to be re-presented.

(b) The Customer fails to make any payment under this Contract.

(c) The Company is prevented from or unduly delayed in completing the Contract owing to circumstances outside the control of the Company.

17. PROVISIONS OF TERMINATION.

In the event of termination of this Contract in accordance with the provisions of Clause 15 above.

(a) The Company shall have the right to remove from the Customer's premises all Equipment.

(b) The Company has the right to sell any such equipment either repossessed as above or still in its possession previously made available to the Customer under the terms of this Contract.

(c) In the event of this Contract being terminated after the date of delivery of the Equipment the total price shall immediately become due and payable (subject to such reductions as the Company in its absolute discretion considered appropriate in the circumstances) but without prejudice to any claim which either party may have against the other in respect of any antecedent breach or as a result of such termination.

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