

# Conditions of Sale

1. These conditions shall form part of all Contracts for the supply of Goods (hereinafter called "the Goods") by MFP Sales Limited (hereinafter called "the Company") to any other person (hereinafter called "the Customer") and shall prevail over any inconsistent terms or conditions contained in or referred to in the Customer's Order or in correspondence or elsewhere and all or any conditions or stipulations contrary to these are hereby excluded and extinguished. No Employee has authority to vary or add to or depart from these terms or make any representations about the Goods or the Contract made herein.
2. Where the Customer is dealing as a Consumer within the meaning of the Sale of Goods Act 1893 and the Consumer Credit Act 1974, nothing in these conditions shall affect the rights granted to such a Customer under that act save where such act has been amended by subsequent legislation.
3. Quotations by the Company shall not constitute offers by the Company to supply the Goods or carry out the work referred to therein, and no order placed in response to a quotation will be binding unless accepted by the Company in writing. All such acceptances by the Company are subject to availability of the necessary materials and to the Company being able to obtain any necessary authorisation and/or licences and to the same remaining valid. Quotations are valid for only 28 days and orders placed thereon are subject to acceptance by the Company.
4. If the Company suffers any increased costs by virtue of a variation in the rate or rates of exchange the contract price of the undelivered Goods hereunder shall be re-negotiated by the Company and the Customer.
5. Unless otherwise agreed, the prices of the Goods shall be those ruling at the date of delivery. Any Value Added Tax payable in respect of the Goods supplied under these conditions will be borne by the Customer.
6.
  - (a) The time, if any, specified for the commencement and completion of the supply and delivery of the Goods shall be deemed to be variable if delays are occasioned by force majeure, strike, lock-outs, accidents or any reason whatsoever, and such times, if specified, are approximate only and not of contractual effect. Time of delivery is not of the essence of the contract, and the Customer shall not be entitled to rescind the contract by reason only of delay in delivery, nor shall the Company be liable for any loss, damage, injury or expenses suffered by any party as a result of delay in delivery.
  - (b) Delivery shall normally be made by road vehicle to the Customer's premises, works, property or depot, but the Company reserve the right to adopt any other means of carriage which may seem to them expedient:
  - (c) The Company reserves the right to make a special carriage charge representing the additional cost incurred in excess of normal carriage costs where at the Customer's request delivery is made by other than the usual means, or to a remote or not easily accessible site.
7. Payment of the full price of the Goods, including VAT as invoiced, shall be made to the Company without deduction at the end of the calendar month immediately following the month in which the Goods are invoiced or within such period as the Company may previously agree in writing. Payment of any amount due is a condition precedent for starting further deliveries. The Company shall have the right to terminate any contract when payment or any instalment thereof is in arrears or in the event of the Customer being insolvent. The Costs and losses of the Company resulting from withholding deliveries of Goods due to non-payment by the Customer shall be borne by the Customer. Notwithstanding the provisions of this condition, if the Company shall deliver Goods to the Customer at a time when any payment is due, this shall be done without prejudice to the Company's rights under this condition and all other conditions of sale. Interest will be charged on all late payments in accordance with The Late Payment of Commercial Debts (Interest) Act 1998.
8. The ownership of Goods supplied under each contract between the Company and the Customer shall remain in the Company until such Goods have been paid for in full. Until such Goods have been paid for in full, the Customer shall:-
  - (a) Store such Goods so as clearly to show them to be property of the Company
  - (b) Hold such Goods and all monies received from any sub-sales thereof as Bailee and Trustee respectively for the Company PROVIDED THAT nothing herein shall constitute the Customer the agent of the Company for the purpose of any such sub-sale.
  - (c) At the request of the Company and the Customer shall furnish the Company with the names and addresses of debtors, sub-purchasers and all appropriate particulars thereof, so as to enable the Company to recover sums owing from such sub-purchasers directly
9. Title in the Goods shall not pass to the Customer until all sums due from the Customer on any account to the Company have been paid
10. Notwithstanding that the title in the Goods shall not pass to the Customer, except as is provided in Clause 8, the Goods shall be at the risk of the Customer from the time of collection by the Customer or delivery to the Customer of such Goods.
11. The Company shall be entitled to repossess any Goods supplied to the Customer in respect of which payment is overdue and thereafter to resell the same. For this purpose, the Customer HEREBY GRANTS and irrevocable rights and licence to the Company through its servants and agents to enter with or without vehicles on all or any premises of the Customer on which the Goods may be situated.
12.
  - (a) Goods invoiced or supplied are not tested or sold as fit for any particular purpose or any terms, warranty or condition expressed or implied or statutory to the contrary is excluded. In no circumstances whatsoever shall the Company's liability (in contract tort or otherwise) to the Customer arising under, out of or in connection with the contract or the Goods supplied hereunder exceed the invoice price particular Goods or section of Goods concerned. All terms (express or implied) relating to the quality of Goods are warranties only the breach of which gives not right to reject the Goods or repudiate the contract in any circumstances whatsoever.
  - (b) No Warranties implied by law shall apply unless the Goods are installed in accordance with the companies recommendations and are used under normal and reasonable conditions.
  - (c) Notice of any claim arising out of or in connection with this contract must be given in writing to the Company within seven days from the date when the Goods are collected or delivered, failing which all claims shall be deemed to be waived and absolutely barred, in any event, the Company shall be under no liability for shortage or damage unless within three days of delivery the Customer gives written notice of detailed claim to the Company and to the carrier (otherwise than upon consignment note or delivery document) and the Company shall be under no liability whatsoever unless the Customer can prove to the Company's satisfaction the identity of the Goods complained of.

Where there is damage or shortage on a consignment of goods, the delivery docket and/or consignment note should be marked \*Damaged\* or \*Shortage\* with short written details signed by the customer or his agent.
13.
  - (a) The size, colour, texture, shading and surface finishes of the Goods, supplied and sold on foot of these conditions of sale shall be subject to reasonable variation and to reasonable wear and tear.
  - (b) Claims for defects as to size, colour, texture, shading and surface finishes will not be considered if made after installation. If a colour match is required of a product previously supplied, the Company must be given a labelled sample of the product to be matched. Notwithstanding the fore-going, no warranty of any nature is made by the Company as to the matching of any colour.
14. The Company binds itself only to deliver Goods in accordance with the general description under which there were sold whether or not any special or particular description shall have been or shall be implied by law. Any such special or particular description shall be taken only as the expression of the Company's opinion in that behalf.
15. The Company warrants that the design, construction and quality of Goods to be supplied, under the contract comply in all respects with all relevant requirements of any statute, statutory rule or order, or other instrument having the force of law which may be in force at the time when the same are supplied.
16. Should the Company be delayed in or prevented from carrying out its obligations under the contract by Act of God or riot, strike, lock-outs, trade disputes or any other labour disturbance, fire, flood, difficulty in obtaining workmen, materials or transport or the consequences of hostilities or any Government interference or other circumstances whatsoever outside the Company's control, the Company shall not be liable to the Customer for any loss or damage whether direct or indirect which may thereby be suffered by the Customer and furthermore the Company shall be at liberty to determine or suspend the contract without incurring liability for any loss or damage resulting to the Customer.
17. The Customer shall return carriage paid to the Company's works in Good Condition within one month of receipt all pallets, packing cases, drums and crates (hereinafter called 'returnable's') provided for packing or handling the Goods in transit and invoiced to the Customer as returnable. The Customer shall not make any deductions from the Company's accounts in respect of the costs of returnable's but credit will be allowed up to the full amount charged therefore in the accounts rendered by the Company produced the returnable's have been returned and accepted by the Company within the terms specified above.
18. The Company will not be liable for loss or damage to the Goods or materials when in transit.
19. The Goods shall not be returned after delivery without the Company's prior agreement which at all times will require proof of purchase. When the Company so agrees, the Customer shall pay a re-stocking charge of 15% of the price of the Goods.
20. Due to the limited available hard copy storage facilities, the Company will retain original records of proof of deliveries for a period of six months only. Original proof of delivery records requested in this period will be provided. Thereafter, copies of the records will be retained electronically by the Company for retrieval upon request.
21. The contract between the Company and the Customer shall be governed by and interpreted in accordance with the laws of Northern Ireland.