



MFC International Terms & Conditions

THE TERMS AND CONDITIONS OF A SALE

GENERAL

- a) In these conditions;
 - i) "Supplier" means MFC International Ltd.
 - ii) "Goods" means the goods specified in the order.
 - iii) "Order" means the Purchasers order for goods.
 - iv) "Purchaser" means the person issuing the Order to the Supplier for the purchase of both the agent and the principal shall be deemed to be the Purchaser and shall be liable under these Conditions jointly and severally.
- b) Unless otherwise agreed by the Supplier in writing the Goods are supplied by the Supplier on these Conditions to the exclusion of any terms or conditions stipulated by the Purchaser.
- c) Subject to the correction of typographical and clerical errors and omissions, no variation, cancellation or waiver shall have effect unless agreed in writing by the Supplier.
- d) The Order and any contract subject to these Conditions shall be governed in all respects by the law of England and any dispute or difference between the Supplier and the Purchaser shall be submitted to the Courts of England to the jurisdiction of which the Purchaser hereby submits.

PRICES

- a) All prices are ex-works and include the Suppliers usual packing. The Supplier reserves the right to charge additional costs in respect of any alterations made at the Purchaser's request to quantities, delivery date, rates, packaging or delivery methods.
- b) Unless otherwise agreed by the Supplier in writing, all deliveries are subject to carriage.
- c) The supplier reserves the right to amend prices to those ruling at the date of despatch and prices are in any event subject to increase to the extent of any variation after the date of quotation in costs resulting from alterations in exchange rates, new increased taxes, duties or other imposts or in the cost of labour and materials relating to the manufacture of the Goods.
- d) All prices are exclusive of VAT which will be charged at the current rate at the time of delivery.

PAYMENT

- a) Payment is due within 30 days of the date of delivery.
- b) Prompt payment of the Supplier's account is a condition precedent for further deliveries and (without prejudice to any other remedies of the Supplier of overdue payments) the Supplier reserves the right to charge interest (as well before as after judgement) at the rate of 2% per month above the then current base rate of Midland Bank Plc on the outstanding indebtedness from the date on which payment becomes due accruing on a daily basis and payable without deducting tax.
- c) Time of payment is of the essence of any contract subject to these Conditions.
- d) The Purchaser shall have no right to withhold payment or set off any claim against the Supplier against the sum due to the Supplier.

DELIVERY

- a) All delivery dates or periods are to be treated as estimates only unless the Supplier has expressly undertaken in writing to guarantee delivery by a specified date. The Supplier reserves the right to effect delivery by instalments and in such manner as the Supplier considers appropriate and each instalment shall be deemed to be separate contract to which these conditions shall apply. It shall be accepted by the purchases as conforming to contract.
- b) If the Purchaser becomes insolvent or refuses to accept delivery of the whole or any part of the Order or in the case of export trade to make arrangements for shipment from British ports the Supplier will have the right in addition to any claim for damages against the Purchaser or suspend account any balance of the order not delivered and any other orders placed by, the Purchaser, and the right to charge purchaser interest of the rate of 2% per month above the then current base rate of Midland Bank Plc on the invoice price of the goods from the date on which delivery was tendered to the date the Purchaser takes physical delivery or the supplier disposes of the Goods.

LOSS OR DAMAGE IN TRANSIT

- a) Where the price includes delivery the Supplier shall have no liability for any goods lost or damaged in transit unless the Purchaser notifies both the Supplier and the carrier in writing of such loss or damage within such time as will enable the Supplier to comply with the carrier's conditions affecting loss or damage.
- b) Where the price does not include delivery, loss or damage in transit is at the risk of the purchaser unless previously agreed in writing by the Supplier.

PASSING OF PROPERTY AND RISK

- a) The risk of loss or damage or deterioration of the Goods shall pass to the purchaser on delivery of the Goods to the premises of the Purchaser or delivery of the Goods into the hands of the Purchaser's carrier or agent.
- b) Notwithstanding that the Goods are at the risk of the Purchaser, the Goods shall remain the Supplier's sole and absolute property as legal and equitable owner until all sums due to the Supplier from the Purchaser in respect of the Goods and all other goods sold or supplied by the Supplier to the Purchaser have been paid for in full.
- c) The Purchaser acknowledges that so long as the Purchaser is in possession of any property of the Supplier the Purchaser shall hold such property as the bailee of the Supplier and shall keep such property separately stored in and/or marked so as to be clearly identifiable as the property of the Supplier and shall be kept free from any lien charge or encumbrance.
- d) Notwithstanding that the property of the Supplier may be in the possession of the Purchaser as bailee of whether the Supplier hereby permits the Purchaser to use such property in the normal course of business.
- e) The Supplier hereby permits the Purchaser to sell the Goods and any articles incorporating the goods in the normal course of business of the Purchaser. The Purchaser shall account to the Supplier for the proceeds of sale or otherwise of the Goods and shall keep such proceeds separate from any moneys or property of the Purchaser and third parties. Until such time as property in the Goods pass to the Purchaser the Supplier shall be entitled to enter upon any premises where the Goods are stored.
- f) In any case where the Purchaser has sold the Goods or any articles incorporating them pursuant to sub clause e) of this clause and remains unpaid, the Purchaser shall, if so requested by the Supplier, forthwith assign and transfer all the Purchaser's rights against the buyer of the goods or the articles to the Supplier and if the Supplier recovers the debt the supplier shall apply the proceeds after deducting therefrom the costs of recovery first in payment all that is due from the Purchaser to the Supplier in respect of supplies of goods and secondly in payment of the balance that the Purchaser will stop.
- g) Any sale by the Purchaser of the Goods or articles incorporating them shall not be made at the agent of the Supplier and the Purchaser shall indemnify the Supplier against all costs, claims and expenses incurred by the Supplier arising out of the sales other than any liability of the Supplier which would have arisen if the Goods and articles incorporated and had been legally and beneficially owned by the Purchaser at the time. The Supplier shall be entitled to recover the Goods and take possession of any articles incorporated in the Goods if;
 - i) Payment for the Goods or any other debt due from the purchaser to the supplier in respect of supplies of goods is overdue for payment.
 - ii) If the Supplier is sole trader or partnership and the sole trader or any of the partnership commits as an act of bankruptcy.
 - iii) If the Purchaser is a company and a receiver is appointed over the whole of any part of its assets or the Purchaser commences winding up and for such purposes the Supplier's servants or agents may enter any premises where the Goods of such articles are reasonably believed to be and may take possession of and sell the same and shall apply the sale proceeds after deducting therefrom the costs of recovering the Goods or articles and selling the same first in discharging all debts due from the Purchaser to the Supplier in respect of the supplies of Goods and secondly in paying the service to the Purchaser.

LABELLING AND COPYRIGHT

All specifications, drawings, technical descriptions, sketches and designs submitted with or in connection with the Supplier's quotation or otherwise submitted to the Purchaser are the Supplier's copyright and all such copyright material and all information and know how where ever supplied is the absolute property of and confidential to the Supplier and shall not be disclosed to any third party, sold, used or reproduced in any form without a written consent of the Supplier.

WARRANTIES AND LIABILITY OF THE SUPPLIER

- a) Subject as herein provided cover the supply of warrants of the Goods will:
 - i) Comply with the specification (if any) contained in the quotation or Order.
 - ii) Be of sound material and workmanship.
- b) The warrant is given in sub clause a) of this clause are in substitution for all conditions cover warranties and representations relating to the Goods whether expressed or implied and whether by statued, common law, custom of the trade, any previous dealing between the parties or otherwise and whether as to quality, condition, performance, merchant ability, or fitness for any purpose and each of such express are all implied conditions, warranties and representation is hereby expressly excluded to the maximum extent omitted by law.
- c) Unless otherwise specified in the suppliers quotation all specifications, drawings, and particulars of weight and dimension are approximate only and for the description and illustrations contained in the Suppliers catalogues, price lists and other advertisement material are intended to present a general idea of the products described there in and none of these shall form part of any contract between the Supplier and the Purchaser.
- d) The Supplier shall not be liable for any direct consequence for loss arising from any delay in the delivery of the Goods whether that delay arises from the negligence of the Supplier or otherwise or from the loss or damage in transit of the goods.
- e) The Supplier excludes liability for all direct or indirect loss due to the negligence of the Supplier, servants or agents are all due to any other cause arising out or in connection with the supply of Goods to the Purchaser to maximum extent committed by law.
- f) In the event that the Supplier is in breach of all sub clause a), of this clause, the Purchaser shall not be entitled to reject the Goods or refuse payment thereof but the Suppliers liability of such breach shall be limited at the option of the Supplier by allowing the Supplier to a reasonable product in our books of the Supplier or to give the Purchaser a reasonable refund in the case in the amount not exceeding invoice price of the Goods or to replacing the goods and the Supplier should have no other liability of the breach or any direct or consequential loss occasion there in and howsoever caused.
- g) In the event that the Supplier is under liability of any kind not excluded therein the maximum liability of the Supplier shall be limited to the invoice price of the goods in respect to which liability arose.



- h) Except where these conditions apply to a contract as described in section 26(3) of the unfair contract terms act 1977, this clause does not exclude terms implied by section 12 of the sale of goods act 1979 or exclude or restrict the liability for the Supplier for death or personal injury caused solely by negligence on behalf of the Supplier or its employees.

RETURN OF GOODS

The Purchaser shall not return any Goods to the Supplier for any reason without prior written consent to the Supplier. The Supplier shall have a complete unfettered discretion to whether or not to accept the return of goods by the Purchaser. The Supplier's certificate as to the statement or quality of any goods returned to it shall be conclusive as between the Supplier and the Purchaser as to the matters dealt with in such certificates.

SUSPENSION AND DETERMINATION OF THE CONTRACT

- a) In the event the Supplier is prevented by force majeure from performing its obligations under any contract with the Supplier the performance of these obligations shall be suspended for the period during which the condition of force majeure subsists and for such further period as may be reasonably necessary to enable the Supplier to perform his obligation to the Purchaser, and the Purchaser will have no claim against the Supplier for the breach of contract or otherwise shall not be liable or reject or refuse delivery of the Goods or any part thereof in consequence of such suspension. For the purpose of this clause, force majeure shall include fires, floods, stores and acts of god, riots, strikes and lock outs (whether by or of the Suppliers work force or by others), wars, governmental control, restrictions and prohibition, with a local or national, and any other cases whatsoever beyond the reasonable control of the Supplier.
- b) The Supplier shall have the right to terminate or suspend performance of a contract subject to these conditions using his absolute discretion if the Purchaser;
- i) is overdue with any payment, or
 - ii) has submitted orders of a value exceeding any credit limit imposed by the Supplier or
 - iii) is in default or commits any breach of any of the terms of any contact with the Supplier.