

CONDITIONS OF SALE

1. The terms, conditions and warranties contained in the Sellers' Acknowledgement of Order shall constitute the whole of the contract between the Buyers and MECI Ltd. (the Sellers) but they shall also apply to any deliveries made through the agency of any company associated with the Sellers.
2. The samples measurements dimensions and weights contained in the Sellers' catalogue constitute only an approximate guide. The Sellers reserve the right to make any changes which they in their absolute discretion consider necessary.
3. (a) Unless the Buyers give notice in writing to the Sellers or their Agents of any defects (other than defects caused by damage in transit) complained of in any goods within 14 days of receiving the same, the Buyers shall be deemed to accept such goods as having been delivered in all respects in accordance with contract and shall have no further right to reject such goods or recover any compensation therefor. Where defects are caused by damage in transit such 14 days shall be abridged to 3 days only from receipt of the goods by the Buyers. The aforementioned notice in writing shall have no effect unless it specifies the alleged defects and the Sellers are given a reasonable opportunity of inspecting the same.
(b) The limit of the Sellers' liability hereunder for any breach of the terms of this contract whether as damages or otherwise shall be the contract price of undelivered, defective or rejected goods.
(c) If any goods sold shall have been subjected to any process of manufacture after delivery by the Sellers then the Buyers shall be deemed to have accepted such goods as being in all respects in accordance with contract.
4. (a) Unless otherwise agreed between the parties in writing all prices shall be in accordance with those set out in the Sellers' Acknowledgement of Order. All additional charges such as the cost of carriage, insurance, fees for export, import and other permits and certificates and all taxes and customs duties, shall be borne by the Buyers.
(b) The Sellers reserve the right to raise the price whenever necessary due to increased costs. The Sellers shall give written notice to the Buyers of such increased price and the Buyers shall be entitled to cancel the contract within 30 days of the date of the aforesaid notice. If no notice of cancellation is received by the Sellers within the aforesaid period of 30 days, the Buyers shall be deemed to have accepted the increased price.
(c) All quotations by the Sellers must be accepted by the Buyers within 30 days from the date of the quotation.
(d) All invoices by the Sellers in foreign currency must be paid by the Buyers at the exchange rate prevailing on the date of payment.
5. (a) If the Buyers do not receive any invoiced goods within 10 days of invoice, they shall immediately notify in writing the Sellers of such non-receipt. Should the Buyers fail so to notify the Sellers, the Sellers shall not be liable for non-delivery of the goods and the Buyers shall be liable to the Sellers for any loss or damage they may suffer in consequence of their resultant omission to notify their carriers or insurers of the non-arrival of the goods.
(b) In the case of goods ordered by the buyers to be delivered when required by the Buyers the said goods must be delivered within 12 months after the date of the Sellers' Acknowledgement of Order, failing which the Sellers may cancel the undelivered portion of the contract by notice in writing.
6. The Sellers shall have no liability to the Buyers in the event of non-delivery or delay in delivery of the whole or any portion of the goods caused directly or indirectly by Act of God, elements, War, Act of Government, strikes or lockouts, fire, breakdown of machinery, non-delivery or delay in delivery by the Sellers' suppliers of the goods or materials required therefor, failure of the Sellers' contractors to execute or their delay in executing any work on the goods, or any other cause (whether or not ejusdem generis to the foregoing) beyond the Sellers' control. In the event of any delay in delivery due to any of the aforesaid causes the time for delivery shall be extended to the extent of the delay caused, though if such time exceeds 6 months the Sellers may cancel the undelivered portion of the Contract by notice in writing.
7. Delivery dates in any contract are not essential and the Sellers shall be entitled to deliver within 30 days after such dates.
8. (a) Each delivery shall operate as a separate contract. Should the Buyers fail to pay on the due date the price of any delivery the Sellers shall be entitled to suspend further deliveries until payment or to vary by notice in writing of immediate effect the terms if any as to credit specified in the Order or in any other contract subsisting between the Sellers and the Buyers or any company associated with or subsidiary thereto in such manner as they may in their absolute discretion determine or to treat the contract as wrongfully repudiated by the Buyers without prejudice to their right to payment for any goods delivered and to damages for the Buyers' breach of contract. The Sellers shall be entitled to interest on any unpaid purchase price from due date until payment at the rate of 2% over minimum lending rate prevailing during such period.
(b) The buyer shall not withhold or reduce payments on account of complaints or of claims not accepted by the Sellers in writing.
9. Unless the Buyers give notice in writing to the Sellers prior to the Sellers acknowledging their order of the purpose for which the goods are required, the Sellers shall be deemed not to know such purpose.
10. If the Buyers become insolvent or are subject to a Receiving Order or being a Limited Company pass into liquidation (except for the purposes of reconstruction or amalgamation) the contract shall thereupon determine without prejudice to the Sellers' right to payment of the price of delivered goods and any damage they might suffer in consequence of such determination notwithstanding that such determination may have been implemented by the Sellers.
11. The rights of the Sellers shall not be prejudiced or restricted by any indulgence or forbearance extended to the Buyers, and no waiver of any breach shall operate as a waiver of any subsequent breach.
12. This contract shall be construed in accordance with the Laws of England, and the Courts of England only shall have jurisdiction thereover.
13. No variation of these terms shall bind the Sellers unless it is confirmed by the Sellers in writing under the hand of a Director of the Sellers and, in particular, no Agent of the Company shall have power to vary these Conditions unless such variation is confirmed as aforesaid.
14. The property in the goods remains with the Sellers until payment has been made in full.