

CONDITIONS OF BUSINESS

1. Interpretation :

In these conditions the expressions in the first column of the table shall have the meaning given opposite them in the second column of the table unless the context otherwise requires:

Contract	this contract for the sale and purchase of the Product pursuant to these conditions
Customer	any person firm or company to whom M&M supplies the Product
M&M	M & M International (UK) Limited and any of its subsidiary companies
Product	the product/products to be supplied in accordance with the Contract

2. Basis of Sale

- 2.1 The acceptance by the Customer of a written quotation of M&M or the acceptance by M&M of a written order of the Customer or of written confirmation by M&M of the Customer's verbal order will constitute the Contract.
- 2.2 The Customer accepts the specification offered and the product suggested by M&M in its quotation (if any) and is satisfied as to the suitability and fitness of the Product for the particular purpose for which it requires the same.
- 2.3 M&M may substitute another product for the Product where the specification and performance of that other product is at least equivalent to the Product and will comply with the requirements of the Customer (if any).

3. Samples

Where a sample of the Product has been provided whether at the Customer's request or otherwise it shall be for the Customer to satisfy himself as to the quality of the Product and that the Product will be suitable for the purposes required and of satisfactory quality. Notwithstanding the provision of a sample the Contract does not constitute a sale by sample.

4. Prices

- 4.1 Unless otherwise stated prices for the Product are open for acceptance for a period of thirty days unless previously withdrawn and are quoted upon the basis of current costs to M&M. Prices are exclusive of Value Added Tax.
- 4.2 Unless otherwise stated under the heading "Special Conditions" the price does not include the cost of carriage, packing and insurance.
- 4.3 M&M may charge the cost of all additional work undertaken and of variations to the Product at the Customer's request, as well as expenses relating to non-delivery as provided for in clause 7.4 and to the enforcement of these conditions, or any of the above whether in combination or otherwise.

5. Payment

- 5.1 Payment shall be made in cash (£ sterling) and shall be due upon issue and made upon receipt of invoice. If credit is agreed by M&M payment shall be due upon the date of invoice and made within 30 days of that date.
- 5.2 If payment is late M&M may charge interest on unpaid amounts at the annual rate of 4% above the base rate by HSBC from time to time or require payment in advance of delivery of any undelivered Product or refuse to make delivery of any undelivered Product whether ordered under the Contract or otherwise or terminate this Contract or other contract with the Customer or withdraw credit terms or any of the above whether in combination or otherwise.
- 5.3 Where credit terms are withdrawn all amounts payable become immediately due and further deliveries (if any) will be suspended until such payment is made.
- 5.4 The Customer may not withhold or set off any amounts for any reason against the price due under the Contract.
- 5.5 Payments received by cheque or other credit transfer shall not be deemed to be paid until they have been honoured and credited to M&M's bank account.

6. Cancellation by M&M

- 6.1 M&M reserve the right to cancel the Contract if:
- 6.1.1 M&M have insufficient stock to deliver the Product to fulfil the Contract;
 - 6.1.2 M&M do not deliver to the Customer's area; or
 - 6.1.3 one or more of the Products in the Contract were listed at an incorrect price due to a typographical error or an error in the pricing information received by M&M from their suppliers.
- 6.2 If M&M do cancel the Contract M&M will notify the Customer in writing and will credit to their account any sum deducted by M&M from the Customer's means of payment as soon as possible but in any event within 30 days of the order. M&M will not be obliged to offer any additional compensation for disappointment suffered.

7. Delivery

- 7.1 Unless otherwise stated in the quotation delivery is to the delivery point nominated by the Customer.
- 7.2 Any date given for delivery is an estimate only and M&M shall not be liable for any damage loss or inconvenience sustained by the Customer as a result of any delay in delivery.
- 7.3 Each delivery shall be deemed a separate contract.
- 7.4 If the Customer fails to take delivery of the Product or fails to give M&M adequate delivery instructions then without prejudice to any other right or remedy available to it M&M may store the Product until actual delivery and charge the Customer for the reasonable costs thereof; or sell the Product at the best price readily obtainable and after deducting all reasonable costs incurred account to the Customer for the excess over the price under the Contract or charge the Customer for any shortfall below the price of the Contract.

8. Risk

Risk or damage to or loss of the Product shall pass to the Customer upon delivery and if the Customer wrongfully fails to take delivery of the Product then risk or damage or loss of the Product shall pass at the time when M&M or its carrier has tendered delivery.

9. Title

- 9.1 Notwithstanding delivery and the passing of risk in the Product or any other provision the property in the Product shall not pass to the Customer until M&M has received in cash or cleared funds payment in full of the price of the Product and any other Product agreed to be sold by M&M to the Customer for which payment is then due.
- 9.2 The Customer's right to possession of the Product shall cease if the Contract is terminated by an event described in clause 14.
- 9.3 If M&M has requested that the Product be immediately delivered-up and the Customer does not comply the Customer hereby grants to M&M the right to enter upon any premises of the Customer where the Product is stored so as to enable M&M or its agent to repossess the Product.
- 9.4 The Customer warrants that it is not at the time of entering into this Contract insolvent and knows of no circumstances which would entitle any creditor to appoint a receiver or to petition for winding up or to exercise any other rights over or against its assets.

10. Warranty

- 10.1 Unless otherwise stated M&M will for a period of twelve months from the date the risk under the Contract passes either repair or replace the Product (as per clause 11.2) where the same is confirmed by M&M to be defective as a result of faulty workmanship process or material.
- 10.2 M&M's obligation under this condition shall cease if it is shown that the defects result from an unauthorised modification or use for a purpose other than for one for which the Product is intended or misuse or abuse generally or if original identification or marks have been removed or altered or any one of the above whether in combination or otherwise.
- 10.3 In the case of a warranty claim not being proved to the reasonable satisfaction of M&M the Customer shall pay to M&M reasonable out of pocket expenses incurred in investigating and reporting on the complaint.

11. Liability

11.1 If the Product M&M deliver are not what the Customer ordered or are damaged or defective on delivery or the delivery is of an incorrect quantity, M&M shall have no liability to the Customer unless the Customer notifies M&M in writing at M&M's contact address (see clause 15) of the problem within 28 days of the delivery of the Products in question.

11.2 If the Customer notifies M&M of a problem under this condition, M&M's only obligation will be:

11.2.1 to make good any shortage;

11.2.2 to replace or repair any Product that is damaged or defective; or

11.3 Save as otherwise provided in these terms and conditions or otherwise as precluded by law, M&M will not be liable by reason of breach of contract, negligence or otherwise for any loss or consequential loss occasioned to any person arising from the supply of the Product under the Contract. Consequential loss shall be deemed to include, but is not limited to, any loss of profits or anticipated profits, damage to reputation or goodwill, loss of business or anticipated business, damages, costs, expenses incurred or payable to any third party or any other indirect consequential loss.

11.4 The Customer must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase goods from M&M. The importation and exportation of certain of the Products to the Customer may be prohibited by certain national laws. M&M make no representation and accept no liability in respect of the export or import of the Product the Customer purchases.

11.5 Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights the Customer may have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit M&M's liability to the Customer for any death or personal injury resulting from M&M's negligence.

12. Unwanted Goods

12.1 The Product may be returned for credit if the Customer notifies M&M in writing at M&M's contact address (see clause 15) within 7 days from the delivery date. However any unwanted Product will be subject to a minimum restocking charge equivalent to 25% of the full invoiced value or £25, whichever is greater.

12.2 The Product should be returned in the original packaging and be in their original condition. No Product will be accepted for return unless M&M's prior agreement has been obtained in writing.

13. Force Majeure

Both M&M and the Customer will be released from their respective obligations in the event of national emergency war prohibitive governmental regulations or if any other cause beyond the reasonable control of the parties renders the performance of the Contract impossible whereupon all monies due to M&M from the Customer shall be paid immediately.

14. Termination

In the event that the Customer becomes insolvent or bankrupt or makes an arrangement with creditors or in the case of a company goes into liquidation other than for the purpose of reconstruction or amalgamation or a Receiver is appointed or an administration order is made the Contract shall terminate automatically upon the occurrence of any such event but without prejudice to the rights of M&M. Termination shall not prejudice any other rights that either party have one against the other.

15. Notices

16.

Unless otherwise expressly stated in these terms and conditions, all notices from the Customer to M&M must be in writing and sent to M&M's contact address at 12 Railton Road, Woburn Road Industrial Estate, Kempston, Bedford MK42 7PW.

16. Sub-Contracting

M&M may sub-contract all or any part of the Contract.

17. Entire Agreement

No addition or modification of any provision of the Contract shall be binding upon the parties unless made in writing signed by a Director of M&M and a duly authorised representative of the Customer. Nothing said by any sales person on M&M's behalf should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any Product offered for sale by M&M. Save for fraud or fraudulent misrepresentation, M&M shall have no liability for any such representation being untrue or misleading.

18. Invalidity

The invalidity or unenforceability for any reason of any condition or part thereof shall not prejudice or effect the validity or enforceability of the remainder of that condition or the Contract.

20. Waiver

The waiver by either party of a breach or default of any provisions of the Contract by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

21. Governing law

The Contract shall be governed by and interpreted in accordance with English law and the English courts shall have jurisdiction to resolve any disputes between M&M and the Customer.