

Terms and Conditions

In these Terms & Conditions:

"Company" shall mean Master Abrasives Ltd.

"Contract" shall mean any contract between the Company and the Customer for the sale of Goods and/or provision of Services, incorporating these Conditions;

"Customer" shall mean the person(s), firm or company who purchases the Products from the Company.

"Customer Items" shall mean any property of the Customer supplied to the Company for the purpose of the Company performing the Services on or in respect of such property.

"Goods" shall mean any goods supplied by the Company.

"Products" shall mean the Goods and Services.

"Services" shall mean any repair or other services performed by the Company.

1. Prices

- a) The prices quoted are strictly net and quotations will be valid for 14 days from date of issue unless expressly stated otherwise.
- b) Prices are based on current costs and are subject to increase to the extent of any subsequent variation in costs resulting from alterations in exchange rates, new or increased taxes, duties or other imports, or in costs of or relating to the manufacture or delivery of Products.
- c) All prices are exclusive of VAT, which will be charged at the rate current at the time of delivery.
- d) Carriage and packing charged at cost.

2. Payment

- a) Payment shall be made not later than end of month following date of invoice.
- b) The Company reserves the right to charge interest at the rate of 8% per annum above the base rate of Barclays Bank Limited (calculated on a daily basis) from time to time ruling on any sum which is not paid in full on or before its due date (including for the avoidance of doubt any sum payable in accordance with the provisions of Condition 4).
- c) If any sum due from the Customer to the Company under the Contract is not paid on or before the due date for payment then all sums owed by the Customer to the Company shall become due and payable immediately.
- d) No payment shall be deemed received by the Company until the Company has received cleared funds.
- e) The Customer shall make all payments due under the Contract without any deduction whether by way of set-off, withholding, counterclaim, discount, abatement or otherwise.
- f) Without prejudice to any other rights and remedies of the Company, the Company shall, in respect of all debts owed by the Customer to the Company, have a general lien on the Customer Items and the Company shall be entitled after 30 days' notice to the Customer to dispose of such of the Customer Items as the Company thinks fit and to apply any proceeds of sale towards the payment of such debts.

3. Delivery

- a) All times specified to the Customer for delivery of the Products are estimates only and the Company shall not be liable for delay or for any damage or inconvenience sustained by the Customer as a result of such times not being met, nor shall any such delay excuse or non-acceptance of the Products by the Customer when tendered. Delivery may at any time be withheld pending payment of any sum due from the Customer to the Company under the Contract or any other contract. Where the price includes delivery to a site on the mainland of the United Kingdom, the Company will at its option either repair or credit Goods or Customer Items lost or damaged in transit to such site provided that the Customer notifies both the carriers and the Company in writing of such loss or damage within seven days of the time or estimated time of delivery. Unless Goods and Customer Items are checked on receipt the carrier's documentation should be endorsed "unexamined". In the event of the non-delivery of the whole consignment the Customer must notify the Company within 10 days of date of dispatch. Failing such notification the Customer shall be liable for the value of the consignment in the event that the carrier will not accept any claims outside their stipulated period. If the Customer does not accept delivery of a consignment of Goods or Customer Items in respect of which Services have been performed then the Company shall be entitled to claim payment for such Goods or Customer Items in accordance with Condition 2 above and they shall be in all respects at the Customer's risk and the cost of storing them shall be borne by the Customer. Further, the Company shall be entitled within seven days of such failure to cancel any further consignments under the Contract. The unloading of all Goods or Customer Items delivered by the

Company shall be promptly performed by the Customer at the Customer's own risk and expense.

- b) Divisibility clause: Each delivery made shall be deemed to be a separate contract and shall be invoiced separately. Any invoice for a delivery shall be payable in full in accordance with the terms of

payment provided for in these terms and conditions, without reference to and notwithstanding any defect of default in delivery of any other installment.

4. Title and Risk in Goods

- a) The Goods shall remain the sole property of the Company until the Company has received payment in full for all amounts due under the Contract and all other contracts between the Company and the Customer.
- b) In the event of default, pursuant to Condition 10, or failure to pay any outstanding amount owing to the Company in respect of any and all contracts the Company reserves the right to enter the Customer premises and retake physical possession of goods. Repossession shall not affect any other rights and remedies available to the Company.
- c) Provided that until the Company becomes entitled to determine the Contract pursuant to Condition 10 the Customer shall be entitled to sell or otherwise dispose of the Goods but only for his own account and not as agent for the Company.
- d) The risk of loss or damage to the Goods shall pass to the Customer on dispatch from the works of the Company.

5. Representations

- a) The Customer acknowledges that his order is not placed with the Company and that he has not entered into the Contract or any other contract with the Company in reliance on any representation made by the Company or on its behalf save only if such representation is notified in writing from the Company as being a representation upon which reliance may be placed, or subject to Condition 8(b).
- b) All specifications, drawings and particulars of weights and dimensions are subject to variation and the descriptions and illustrations contained in the Company's catalogues, price lists and other advertising matter are intended to present a general idea of the equipment described therein, and none of these shall form part of the contract.
- c) Any drawing or technical documents intended for the use in the manufacture or construction of any product, submitted to the purchaser prior or subsequent to the formation of any contract shall remain the exclusive property of the Company. They must not, without the Company's express consent be used by the Customer or copied, reproduced, transmitted or communicated to any third party.

6. Repair Services

- a) Title to and property in Customer Items shall at no time pass to the Company.
- b) It shall be the Customer's responsibility to ensure that Customer Items provided to the Company for the purpose of the Company performing Services on or in respect of such Customer Items are suitable for such Services.
- c) Unless otherwise agreed, the Customer shall at its own expense and risk deliver Customer Items specified in the order to the Company's premises and the Company shall arrange for Customer Items to be delivered back to the Customer at the address specified on the order.
- d) All repair work is guaranteed for a period of 90 days from the date of invoicing, unless otherwise stated.
- e) Should any customer not be satisfied with work carried out, they must contact Master Abrasives Ltd within 90 days from the date of collection or dispatch.
- f) All repairs are thoroughly checked prior to being released, but it is expected that a final check of the equipment is made by the user. Non-use of the equipment does not extend the guarantee period.
- g) Master Abrasives shall not be responsible for any consequential loss or damage whatsoever claimed by reason of repairs carried out, or subsequent failure thereof.
- h) The re-repair guarantee covers failure under normal operating conditions of previously repaired/replaced components and associated labour.
- i) All re-repairs are subject to inspection and are at the discretion of the technician. Rejection of any claim (for example if the tool has suffered any physical damage or the subsequent fault is unrelated to the previous repair) will result in a new quotation and return shipping charges will apply. Shipping charges may also apply if the tool proves to be working to specification and no repair is necessary. Repairs covered by our repair guarantee will be returned via standard shipping at our expense (other shipping methods will be chargeable)

7. Defects

The Company will at its sole discretion either repair free of charge or credit any Good or Customer Items in respect of which Services have been performed which is found to the

satisfaction of the Company to be defective as a result of faulty design, manufacture or workmanship on the part of the Company provided that the relevant Goods or Customer Items:

- a) Are returned properly packed carriage paid to the Company at the Customer's risk within a period of 90 days from the date of delivery and
 - b) Where they were supplied to the Customer's specification, the defects are not a result of errors in such specification.
 - c) Have not been modified in any way by the Customer and
 - d) Have not been used for any purpose other than that for which they were designed, or otherwise misused.
- Repaired or replaced Goods or repaired Customer Items will be returned free of charge to destinations on the mainland of the United Kingdom or delivered FOC, UK Port (Incoterms 2000) for other destinations.

8. Liability

- a) The Company's liability set out in these Conditions is in lieu and to the exclusion of all other warranties, conditions or obligations expressed or implied whether statutory or otherwise in relation to the quality or description of the Products, of their fitness for any particular purpose or in relation to sales by sample. The Company's liability (however arising and including any liability for any indirect or consequential loss) shall not under any circumstances exceed 150% of the price payable to the Company for the Products to which such liability relates. The above restrictions are necessary to enable the Products to be provided at the price specified in the Contract.
- b) Nothing in these Conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence or fraudulent misrepresentation.

9. Indemnity

The Customer shall indemnify the Company against all claims for personal injury, loss or damage to property brought against the Company by third parties in respect of the Products unless such injury loss or damage is solely attributed to the negligence of the Company, its employees or agents.

10. Default

If the customer makes default in or commits any breach of any of the Customers obligations or if any distress or execution is levied upon the Customer, the Customer's property or assets or if the Customer makes or offers to make any arrangement or composition with creditors or commits any act of bankruptcy, or if any petition or receiving order in bankruptcy is presented or made against the Customer, or if the Customer is a limited company and any resolution or petition to wind up such company is passed or presented (otherwise than for reconstruction or amalgamation) or if a receiver of such company's undertaking property or assets or any part thereof is appointed, the company shall (without prejudice to any claim or right it might otherwise make or exercise) have the right to immediately terminate the contract by written notice.

11. Force Majeure

The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Products ordered by the Customer (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business and its obligations under the Contract due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, government actions, war or national emergencies, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials provided that, if such event continues for a continuous period in excess of three months, the Customer shall be entitled to give notice in writing to the Company to terminate the Contract.

12. Conditions

Each order for the Products by the Customer from the Company shall be deemed to be an offer by the Customer to purchase Products subject to these Conditions. These Conditions may only be varied with the express written agreement of a director of the Company. In the absence of the Company's written agreement other terms or Conditions appearing on any order form or other document issued by the Customer shall be of no effect and shall not form part of the Contract.

13. Notice

Any notice given hereunder by post, fax or email to the recipient at its registered or principal office shall be addressed to the Company Secretary deemed to have been properly served at the time when in the ordinary course of transmission it would reach its destination.

14. Governing Law and Jurisdiction

These Conditions and any order placed under them shall be governed, construed and shall take effect in accordance with the laws of England. Any disputes shall be subject to the exclusive jurisdiction of the courts of England.