



## MetPrep Ltd

Curriers Close,  
Charter Avenue,  
Coventry,  
CV4 8AW  
United Kingdom

Tel: +44 (0) 24 7642 1222  
Fax: +44 (0) 24 7642 1192  
Email: sales@metprep.co.uk  
Web: www.metprep.co.uk

## **METPREP TERMS AND CONDITIONS OF SALE**

### General Applications of Conditions of Sale

1. All goods are sold upon the following Terms and Conditions, unless prior to an order being placed or accepted a variation is expressly agreed to in writing and signed by one our Directors. Any printed conditions attached to your orders, enquires or other documents are not binding to us.

### Title in Goods

2. No title to or interest in the goods shall pass to you until the whole of the amounts owing by you to us (whether in respect of the goods or otherwise) has been discharged.

### Passing of Risk

3. The risk in the goods passes to you upon delivery.

### Quotations and Prices

4. We reserve the right to revise quoted prices and charges in the event of any change to our costs and/or prevailing conditions between the date of quotation and date of despatch and in the event of any relevant devaluation of any currency in which payment is to be made.

### Payment

5. (a) Where goods are delivered in the United Kingdom or the Republic of Ireland, net payment is due at the end of the month following the date of invoice.  
(b) Where goods are delivered outside the United Kingdom or the Republic of Ireland, payment will be made by proforma invoice in Sterling (unless otherwise agreed).  
(c) Interest will be charged at the current lending rate on a day to day basis on monies outstanding after the due date for payment has passed.  
(d) You will pay to us on an indemnity basis all costs, charges and expenses incurred by us in or in contemplation of any legal proceedings brought or intended to be brought by us for the recovery of any sums due to us under this agreement (including monies due under this clause) or for the recovery of any goods which are subject to this agreement.



### Delivery

6. (a) Where the Contract provides for a single delivery or where delivery is to be made in instalments, such single delivery or each instalment delivery as the case may be, will be delivered to and accepted by you in accordance with the Contract. Where Contracts provide deferred deliveries all the deliveries shall (unless the Contract provides otherwise) be accepted within two months of the specified first delivery or available delivery date.  
(b) In the event of you failing to accept any delivery or deliveries tendered in accordance with your order, you shall be liable thenceforward for all expenses incurred by us in handling and storing the goods which are ready for delivery in pursuance of this order. All such orders shall be held at your risk from that date.  
(c) Without prejudice to (b) hereof, if after 14 days you have still not accepted delivery of the goods we will be free to re-sell or otherwise dispose of the goods without prejudice to any rights we may have against you for breach of Contract or otherwise.  
(d) Where a Contract involves more than one delivery, and default is made in payment or acceptance on due date in respect of any one delivery, we will at our option and without prejudice to any rights we may have hereunder or otherwise, be entitled to treat the entire Contract as repudiated and to claim damages accordingly. Each delivery shall entitle us to deliver an invoice for the delivered quantities (and if an invoice is delivery payment shall be made in accordance with clause 5 hereof) and any failure or defect in any one delivery shall not vitiate the contract as to the remaining deliveries.

### Materials supplied on behalf of the Buyer

7. Where materials or other property are supplied to us by you or on your behalf (whether owned by you or not) to be held by us for the purposes of this Contract, we accept no responsibility for loss of or damage to such material or property howsoever and whensoever occurring, nor for imperfect work caused by defects in or the unsuitability of any material or property so supplied.

### Claims

8. (a) Claims against us are subject to the following limitations:-  
(b) We do not accept liability upon representations made by us or our staff except when they have been made in writing or confirmed by us in writing:  
(c) Claims for failure to deliver the goods in time or at all or to deliver goods complying with the express and implied terms of our agreement shall not be entertained unless you notify us by a phone call within 24 hours and then in writing within 7 days of delivery to you of the goods (or, in the case of non-delivery, within 14 days of the agreed delivery date), and the amount of our liability in respect of any such claims shall (save in cases of death or injury to person or physical damage to property caused by our negligence) in no case exceed twice the Contract price of the goods. However, at our complete discretion if delivery is made by us to a carrier for transmission to you or your nominee, we will claim against the carrier on your behalf in respect of non-delivery or short delivery by the carrier or damage in transit providing you notify both us and the carrier in writing of any such claim within such time as will enable us to comply with the time limits currently laid down by the carrier for notifying him of the claim in question.



- (d) We shall not be liable for loss of profits or any other indirect consequential damage suffered by you as a result of defects in the goods, nor shall we be required to indemnify you against any claims (other than claims for death or injury to persons or physical damage to property caused by our negligence) made against you by third parties;
- (e) Return of goods after delivery will not be accepted unless we or our representative have either agreed this or had the opportunity of examining the item;
- (f) Any company or person to whom we sub Contract the whole or any part of our obligations under our agreement with you shall be entitled to claim the benefit of this clause.
- (g) Each order placed by you and accepted will be a separate Contract and you shall not be entitled to set off against any amount payable to us under one Contract any sum claimed by you in respect of any other Contract.
- (h) You will be liable to indemnify us against all expense, loss or damage suffered by us as a result of false trade descriptions, or claims for infringement of patents, trademarks, registered designs or copyright arising out of work done to your direct instructions.
- (i) We shall not be liable for any loss or damage whatsoever which may be occasioned by reason of the goods supplied not conforming to building regulations or any other statutory regulations, nor for any liability under the Health and Safety at Work Act 1974 or any statutory re-enactment or modification thereof in respect of any use of the goods by you which has not been previously notified by you to us in writing.

#### OVERSEAS SALES

- 9. (a) If we have agreed to deliver any goods overseas then the same will not be loaded until the Contract price has been paid by you to us in accordance with clause 5 (b) thereof;
- (b) Providing there is no fault on our part or our agents you will also pay to us the cost of any further processing we may have to carry out if anything happens to the goods during loading;
- (c) Where goods are sold C I F, the price quoted by us shall only include the cost of putting the materials on board, freight (and marine insurance subject to Institute Cargo Clause (A) against marine risk only). Our responsibility shall cease on shipment;
- (d) Where goods are sold F O B, you will make your own shipping arrangements and we will have no liability for any expenses once the goods have been placed over the ship's rails. In the event of our complying with your instructions as to date, time and place of shipment if for reasons beyond our control it being impossible to load the goods you will indemnify us in respect of any costs incurred in respect of transportation or storage at the dockside and all other expenses arising therefrom and your liability for payments shall arise upon our delivering the materials to the dockside in accordance with your instructions.



#### EFFECT OF NON-DISCLOSURE

10. (a) We shall not be liable for any defects in or damage caused by defects in any goods supplied by us that have been processed by us in accordance with specific instructions given by you and/or where the defect has arisen or the damage has been caused because of the special properties required of any such goods supplied by us when these special or unusual requirements were not made known to us in writing prior to processing;
- (b) You shall be responsible for ensuring that any goods supplied by us are used in accordance with the relevant U N Standard and any recommendations issued by us with regard to recommended stacking and storage conditions;
- (c) We shall not be liable for damage arising from the goods supplied by or on behalf of us or the contents placed therein where the damage results from incorrect and/or misleading labels and/or instructions having been affixed onto goods supplied by us or on our behalf either by you or persons with your authority or under your control or when affixed by us in accordance with your specific instructions.
- (d) If you are in breach of the terms of (a) and (b) above and if death or injury to a person or damage to property results then it is a condition of the contract that you will keep us fully and effectively indemnified against any claims brought against us as a result of any person sustaining death or injury or damage to property regardless of the identity of the person making the claims.
- (e) The seller shall be under no liability for losses due to the chemical incompatibility of the product packed by the buyer with the materials used by the seller, although the seller if supplied with adequate technical data by the buyer will make efforts to ensure that compatible materials are used, and if not available will so inform the buyer.

#### CONTINGENCIES

11. No liability will be accepted for failure of, or delay in, performance which is due wholly or partially to restriction by government or other competent authority strikes, lock-outs, failure in our anticipated supplies of raw materials or to any other cause whatsoever beyond our control but where we can fulfil individual Contracts in full but are prevented or hindered by force majeure from fulfilling all our Contracts in full, we will be entitled to distribute such materials as we have available among our Contracts in such proportions as we may decide and we shall not in such circumstances be liable for failure to fulfil any such individual Contracts.
12. Clause headings are inserted in these Conditions for reference only and they shall not form part of these Conditions for the purpose of interpretation.#

#### GOVERNING LAW

13. The interpretation and performance of these Conditions including any Condition amended under clause 1 hereof shall be governed by the Law of England and be subject to the jurisdiction of the English Courts.