

TERMS AND CONDITIONS FOR THE SALE OF GOODS

Definitions

Buyer	The person who buys or agrees to buy the goods from the Seller.
Conditions	The terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by the Seller.
Goods	The articles which the Buyer agrees to buy from the Seller.
Price	The price for the Goods, excluding VAT and any carriage, packaging and insurance costs.
Seller	Machine Tool Supplies Ltd

1. Introduction

These terms and conditions shall apply to any order from you for the supply of items detailed on this website or otherwise.

2. Applicability of Terms

Any order placed by you shall be accepted on the basis that the terms and conditions contained on this website shall apply to the contract between us for the supply of any items detailed in your order. Please read all of these terms and conditions carefully.

3. General

- 3.1 The Quotation does not constitute an offer to supply and contract exists unless and until there has been an acceptance by the Company in writing of an order placed (orally or in writing) by the Buyer.
- 3.2 The acceptance of the Buyer's order whether or not based on a Quotation from the Company shall, unless otherwise specifically agreed by the Company in writing, be deemed to be subject to the terms and conditions herein contained which these terms and conditions shall apply to the exclusion of any other provisions contained in any other document issued by the Purchaser and in particular, but without prejudice to the generality of the foregoing contained in any order sent by the Purchaser.
- 3.3 Unless otherwise stated in writing all descriptions, specifications, drawings and particulars of weights and dimensions submitted by the Company or otherwise contained in the Company's catalogues, brochures, price lists and otherwise contained in the Company's catalogues, brochures price lists and other published matter, are approximate only and none of these form part of any contract or give rise to any independent or collateral liability upon the part of the Company being intended merely to present a general idea of the Goods as described therein.
- 3.4 None of the above-mentioned documents whether issued before or after the formation of a contract, shall be copied, reproduced or communicated to persons unconnected with the purchase of the Goods without the Company's consent in writing.
- 3.5 Any deviations in the Goods delivered from the particulars of the Goods stated in the contract will not be a ground for rejecting the Goods and treating the contract as repudiated.
- 3.6 Any drawings and technical documents supplied by the Company to the Purchaser are for information purposes only and not considered part of the contract.
- 3.7 Unless otherwise specified in writing, Quotations are valid for 30 days from the date of issue, after which date the Quotation shall automatically be deemed to

have been withdrawn and the Seller is free to alter any pricing previously quoted.

4. Specification

All goods supplied by us shall be in accordance with (i) the details of products as set out on this website or those further specifications or descriptions (if any) expressly listed or set out on the face of the Order. Any drawings and technical documents supplied by the Company to the Purchaser are for information purposes only and not considered part of the contract.

5. Goods

The quantity and description of the Goods shall be as set out in the Seller's confirmation of order.

6. Acceptance

You will be deemed to have accepted all goods upon their delivery by us to the address specified in the Order. The Buyer shall make all arrangements necessary to take delivery of the Goods within the period notified by the Seller

- 6.1 The Buyer shall be deemed to have accepted the Goods 48 hours after delivery to the Buyer.
- 6.2 The Buyer shall carry out a thorough inspection of the Goods within 48 hours of delivery and shall give written notification to the Seller within 5 working days of delivery of the Goods of any defects which a reasonable examination would have revealed.
- 6.3 Where the Buyer has accepted, or has been deemed to have accepted, the Goods the Buyer shall not be entitled to reject Goods which are not in accordance with the contract
- 6.4 The Seller undertakes to use all reasonable endeavours to despatch the Goods on within the agreed delivery period, but does not guarantee to do so.

7. Delivery and Charges

- 7.1 Unless otherwise stated in the Order, the price quoted excludes delivery to the address specified in the Order, and we will be entitled to make a delivery charge and reserve the right to make an additional charge to cover any increase in transport costs occurring before the date of delivery.
- 7.2 Any time or date for delivery given by us is given in good faith but is an estimate only.
- 7.3 Prices for delivery shall be charged as detailed on our quotation / sales order confirmation and we shall be entitled to change these at our discretion. Orders from countries outside the UK or Europe will be despatched at our discretion and the actual cost of shipping, including an allowance for packaging in the case of unusual shaped or bulky items, billed or debited accordingly. In some cases, the standard carriage charges are not sufficient due to the heavy or bulky nature of the goods. We reserve the right to levy a carriage surcharge in such circumstances and will contact you to obtain agreement of the increased cost prior to shipment. We can also deal with an exporter or forwarder - contact us for details.
- 7.4 A valid signature is required on delivery. You will become the owner of the goods you have ordered following full payment and delivery of them to you. Once goods have been delivered to you, they will be held at your own risk and we will not be liable for their loss or destruction. In order to deliver your order as quickly as possible we may dispatch items from different locations. If this is the case the items may arrive separately, and even on different days.

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8. Payment Details

- 8.1 Payment of the Price and VAT shall be due within 30 days from month end of the date of the Seller's invoice.
- 8.2 The Buyer shall pay all accounts in full and not exercise any rights of set-off or counter-claim against invoices submitted by the Seller.
- 8.3 All transactions are in pounds sterling. The VAT element of each purchase is clearly detailed on our invoice to you, which is provided by e-mail.
- 8.4 The Price shall be the price quoted on the Seller's official quotation and or the confirmation of order. The Price is exclusive of VAT which shall be due at the rate in force on the date of the Seller's invoice.

9. Warranties

The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller in the original quotation and or confirmation of order.

10. Our Contract

Due to the extensive range of products on our website there may be some incorrectly priced items (if you spot any please feel free to send us an e-mail pointing out any such discrepancies). Any orders which contain items incorrectly priced will be advised by telephone, fax or e-mail and the correct price, less any goodwill discount, will be advised. We will then ask you to confirm whether you wish to proceed with the order at the corrected price or alternatively cancel the order.

11. Returns

- 11.1 Items Not Required: We provide as much information about our products as possible to assist you in making an informed purchasing decision. However, you may return any of the goods delivered to you within 14 days of the date of delivery to our contact address, a 20% re-stocking charge will be incurred. The goods must be received by us in the condition they were in when delivered to you, and unused.
- 11.2 Any item which has been specially ordered by Machine Tool Supplies on your behalf will NOT be accepted for return. We cannot accept proof of posting of returns as confirmation of delivery. Any sum debited to us from your credit card, less the cost of postage and packing and any applicable re-stocking charge, will be re-credited to your account within 30 days. Orders, other than special orders, can be cancelled at any time prior to despatch and will not incur any charges. Orders cancelled following despatch should be returned by you, following the guidance above.
- 11.3 Cancellation of orders must be sent by e-mail (sales@mtsdriventools.co.uk) within 24 hours of the order being placed. This will incur carriage charges as per sales confirmation. Images on the website are for illustration purposes only and specific requirements in terms of specification should be confirmed prior to ordering.
- 11.4 Damaged, Faulty or Incorrectly Supplied Items: If any of the goods supplied by us are damaged, faulty or incorrectly supplied you should advise us by email to sales@mtsdriventools.co.uk. We will arrange for the collection of such goods from you. We will also arrange for replacement goods to be supplied to you if required.

12. Stock Availability

Machine Tool Supplies endeavour to hold sufficient stock to despatch all orders on the same working day. However, some

items, particularly the more specialist, may be out of stock due to unexpected demand.

13. Exclusion

- 13.1 We shall have no liability to you in the event that the goods to be supplied under the Order infringe any intellectual property rights of a third party (including without limitation by reason of their possession, sale or use, whether alone or in association or combination with any other goods); we give no warranty that the goods supplied under the Order will not infringe as aforesaid, and all conditions, warranties, stipulations or other statements whatsoever relating to such infringement or alleged infringement (if any), whether express or implied, by statute, at common law or otherwise howsoever are hereby excluded
- 13.2 Unless otherwise stated in the Order, payment of the price of the goods comprised in each consignment delivered pursuant to an Order shall become due at the time of placing your order.
- 13.3 Title to the goods comprised in each consignment shall not pass to you until you have paid the price to us, but, even though title has not passed, we shall be entitled to sue for the price once its payment has become due.

14. Storage

If we shall be unable, through circumstances beyond our control (including without limitation lack of shipping instructions from you), to deliver the goods within 14 days after notification to you or your agent that the goods are ready for delivery, we shall be entitled to arrange storage on your behalf, whereupon delivery shall be deemed to have taken place, all risk in the goods shall pass to you and delivery to you of the relevant warehouse receipt shall be deemed to be delivery of the goods for the purposes of these Conditions. All charges incurred by us for storage or insurance shall be paid by you within 30 days of submission of an invoice.

15. Force Majeure

- 15.1 We shall not be under any liability for any failure to perform any of our obligations under the Order due to Force Majeure. Following notification by us to you of such cause, we shall be allowed a reasonable extension of time for the performance of our obligations.
- 15.2 For the purposes of this Condition, "Force Majeure" means fire, explosion, flood, lightning, Act of God, act of terrorism, war, rebellion, riot, sabotage or official strike or similar official labour dispute, or events or circumstances outside the reasonable control of the party affected thereby.

16. Entire Agreement

These terms and conditions, together with our current prices, delivery details and contact details, set out the whole of our agreement relating to the supply of the goods to you by us. These terms and conditions cannot be varied except in writing signed by one of our directors. In particular nothing said by any of our staff should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any goods offered for sale by us. We shall have no liability for any such representation being untrue or misleading.

17. Complaints

Machine Tool Supplies endeavour to reply to all complaints within 5 working days. Complaints should be sent by e-mail to sales@mtsdriventools.co.uk or in writing to the contact address.

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18. Exclusions

Our liability under these Conditions shall be to the exclusion of all other liability to you whether contractual, tortious or otherwise for defects in the goods or for any loss or damage to or caused by the goods, and all other conditions, warranties, stipulations or other statements whatsoever concerning the goods, whether express or implied, by statute, at common law or otherwise howsoever, are hereby excluded; in particular (but without limitation of the foregoing) we grant no warranties regarding the fitness for purpose, performance, use, nature or quality of the goods, whether express or implied, by statute, at common law or otherwise howsoever.

19. Intellectual Property Rights

We shall have no liability to you in connection with claims based on or resulting from the infringement of intellectual property rights, of any kind whatsoever, of third parties.

20. Confidentiality

Both you and we shall each keep confidential and shall not without prior consent in writing of the other disclose to any third party any technical or commercial information which it has acquired from the other as a result of discussions, negotiations and other communications between them relating to the goods and the Order.

21. Economic Loss

Notwithstanding anything contained in these Conditions or the Order, in no circumstances shall we be liable, in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof (i) for any loss of profit, business, contracts, revenues, or anticipated savings, or (ii) for any special indirect or consequential damage of any nature whatsoever.

22. Limitation of Liability

Notwithstanding anything contained in these Conditions or the Order, our liability to you in respect of the Order, in contract, tort (including negligence or breach of statutory duty) or howsoever otherwise arising, shall be limited to the price of the goods specified in the Order actually received by us.

23. Unfair Contract Terms Act 1977

23.1 If and to the extent that s6 and/or s7(3A) of the Unfair Contract Terms Act 1977 applies to the Order, no provision of these Conditions shall operate or be construed to operate so as to exclude or restrict our liability for breach of the applicable warranties as to title and quiet possession implied into the terms and conditions of the Order by s12(3) of the Sale of Goods Act 1979 or s2(3) of the Supply of Goods and Services Act 1982, whichever Act applied to the Order.

23.2 Where you are a natural person and if and to the extent that s2(1) of the Unfair Contract Terms Act 1977 applies to the Order nothing in these Conditions shall operate or be construed to operate so as to exclude or restrict the liability of us for death or personal injury caused you by reason of our negligence or of our servants, employees or agents.

24. Applicable Law

The Order shall be considered a contract made in England and shall be governed in all respects by the law of England and the parties agree to submit to the non-exclusive jurisdiction of the English courts.