

## **MPS Services Ltd - Terms and Conditions**

### **CONDITIONS OF SALE**

The following Terms and Conditions shall apply to all goods or services supplied by MPS Services Ltd and or the Trade Division (referred to hereafter as, the company). No variation thereof shall be binding on the company unless in writing under the hand of a responsible "official" of the Company. These Terms shall prevail over any Terms sought to be imposed by the buyer.

### **PAYMENT**

Unless otherwise specifically agreed in writing, the terms are strictly net cash and payment must be made in the month following despatch. If payment is not made within 30 days then the current statutory rate of interest will be charged to the account. The Company reserves the right to decline to make further deliveries until arrears have been settled.

### **OWNERSHIP**

a) Notwithstanding delivery, property in the goods supplied shall remain with the Company until all monies owing to the Company in respect of those goods have been paid in full and until properly passes: -

(i) Risk in the goods shall pass on delivery and the buyer shall ensure that they are kept in good condition and insured against loss or damage.

(ii) The buyer shall hold the goods as bailee for the Company who may without prejudice to any other of its rights repossess the goods and for this purpose enter upon the buyers premises.

### **SPECIFICATION**

All specifications are given in good faith but without warranty, and the Company accepts no liability whatever for any loss, damage, direct or indirect, arising out of, or in connection with the same.

### **PRINTING**

All printed and/or special orders are supplied plus or minus 10% and charged accordingly.

### **DELIVERY DATES**

Whilst the Company uses its best endeavours to effect deliveries, or execute work by the due date, no liability is accepted for any loss or damage resulting from delay.

### **DELIVERY**

The Company agrees to deliver goods purchased, but only to an accessible ground floor position.

### **NOTIFICATION OF NON -DELIVERY**

Claims for goods invoiced but not received must be made in writing, stating the invoice number, within 7 days of the date of invoice, and thereafter there shall be no claim against the Company for non-delivery.

### **NOTIFICATION OF DAMAGE**

Complaints, concerning goods received damaged, must be made in writing, stating the nature of the damage, date of receipt, and delivery note number, or invoice number within 7 days of receipt of the goods, and thereafter no claim shall be made against the Company in respect of alleged damaged goods.

### **NOTIFICATION OF ERRORS OR OMISSIONS**

Complaints, concerning errors or omissions on any printed product supplied by the company, must be made in writing, stating the nature of the error or omissions, date of receipt, and delivery note number, or invoice number within 7 days of receipt of the goods, and thereafter no claim shall be made against the Company in respect of any errors or omissions on the goods supplied.

### **FORCE MAJEURE**

The Company shall be under no liability in any way whatsoever for destruction, damage, delay or any other matters of any nature whatsoever arising of causes directly or indirectly beyond the Company's control.