

General Terms and Conditions

Products and services (products) are sold and supplied by Mastergrave Ltd on the following general terms which cancel all previous terms of business. Where applicable special terms of business are specified in Mastergrave's catalogues, price lists, or other literature.

PAYMENT

Accounts for products are payable at the following postal address.
Mastergrave (Bedford) Ltd
65 Murdock Road
Bedford
MK41 7PL

All business is on a payment with order basis unless otherwise agreed.

Non-payment by the due date entitles Mastergrave to cancel the contract or to suspend deliveries without further notice.

PRICE

All prices will be those ruling at the date of delivery and will be quoted ex Mastergrave warehouse.

Mastergrave price lists do not constitute an offer. We reserve the right to alter prices and specifications or to discontinue any item should the management consider it necessary without notice.

All price's are exclusive of any applicable carriage, packing and value added tax, which the customer shall be additionally liable to pay to Mastergrave.

Carriage charges will be calculated and invoiced on the day the goods are despatched.

Minimum order value £20 plus carriage plus vat.

UNCONTROLLABLE EVENTS AND DELAYS

In case of delays caused by circumstances beyond the control of Mastergrave or Mastergrave suppliers, Mastergrave shall have the right either to suspend deliveries without notice or cancel the contract without liability.

By way of illustration and not of limitation, the following are to be treated as uncontrollable events: strike, lockout, riot, revolution, mobilisation, war, epidemic, official regulations transportation difficulties working difficulties, machine breakdowns, fires, failure of suppliers, or other causes, whether similar or not.

RESALE

Mastergrave products are supplied subject to the following conditions.

- a The products shall remain in their original packaging and the marks, numbers or reference indicated on the products or packaging shall neither be covered, defaced, altered nor erased.
- b The products normally shall be resold at any trade level only by qualified personnel and in premises suitable for their storage, display and sale under satisfactory conditions.

ADVERTISING

Mastergrave advertising and display material is supplied to the customer for his own business. The customer must not in any way imply that his is the agent of Mastergrave since this implies one who acts on behalf of and with authority from a principal. The terms such as Mastergrave Agent, Mastergrave Depot or Mastergrave Shop should therefore not be used since this might cause the public to infer that Mastergrave has an interest in or is responsible for the conduct of the business so described.

Customers considering advertising are invited to consult the Mastergrave departments concerned.

LAW OF THE CONTRACT

In case of legal disputes, the law and the courts of England shall apply.

CUSTOMER ORDER CONDITIONS

Any provisions of the customer's order which conflict with, or are in addition to, the General Terms of Business or any special terms of business shall be excluded.

CONSEQUENCES OF THE NON-APPLICATION OF A CLAUSE IN THE PRESENT TERMS OF BUSINESS

Should any of the present General Terms of Business be inapplicable this would not imply that the rest of the present terms do not remain valid.

VERBAL AGREEMENTS

Any verbal agreement which does not conform to the present terms shall not be binding on Mastergrave unless it has been confirmed by Mastergrave in writing.

CREDIT AND PAYMENT

- a Unless otherwise agreed the granting of credit facilities is made on the condition that payment is received by Mastergrave at the postal address referred to above, 30 days after the date of invoice and Mastergrave reserves the rights to withdraw credit facilities forthwith if this condition is not observed.
- b Mastergrave may charge interest on overdue accounts until the day of actual payment at the monthly rate of 2% of the overdue balance such amount being payable without prejudice to Mastergrave's other rights and before as well as after judgement.
- c Major credit cards accepted including Visa, Mastercard & Access.

DELIVERY

- a Products supplied by Mastergrave are delivered at the risk of Mastergrave unless a customer stipulates a special method of delivery in which event products are delivered at the risk of the customer and an extra charge may be made for delivery.
- b Any stated delivery date constitutes only warranty by Mastergrave to use reasonable endeavours to effect delivery by or about that date. No liability will be accepted by Mastergrave for failure to meet delivery dates, however caused.
- c In any event any liability for loss or damage in the course of delivery shall in all circumstances whatsoever be limited (at the option of Mastergrave) to the repair or replacement of the products concerned or to the crediting of the customer with the invoice value of such products.
- d In the event of damage, shortfall and other discrepancies the customer must advise Mastergrave of any such damage within 48 hours of delivery. No claim for damage will be allowed if advice is beyond this time limit.

RETURNS PROCEDURE

Product may only be returned to Mastergrave after first obtaining Mastergrave's agreement to do so. If it is necessary for the above action to be taken the following procedure must be followed. Failure to adhere strictly to the procedure will result in delay and/or refusal to accept goods back for credit or replacement.

In the event goods are damaged or defective customers should telephone and speak to the Customer Service team who will issue a returns reference number. Mastergrave drivers or its delivery carriers are not authorised to collect products for return without an appropriate reference number.

In the event of undamaged and non-defective goods, these will normally only be accepted back for return if they have not been supplied to order. Goods supplied to order will only be accepted back in exceptional circumstances and then subject to a 20% restocking charge. For undamaged/non-defective goods customers should telephone and speak to the Sales team who will issue a returns reference number. The return of such goods is the responsibility of the customer and must be completed within 10 working days of authorisation. Products returned must be unused and unopened with all packaging material undamaged and together with all manuals, cables and accessories as originally supplied. Unauthorised returns will be rejected.

TITLE AND RISK

Until full payment has been received by Mastergrave for all products whatsoever supplied at any time by Mastergrave to the customer.

- a All goods remain the property of Mastergrave Ltd until paid for in full.
- b The customer shall store the products in such a way that they can be readily identified as being the property of Mastergrave and at all times in accordance with Mastergrave's recommendations:
- c Subject to (d) and (e) below, the customer shall be at liberty in its own name (but not on behalf of or in the name of Mastergrave) to sell the products in the ordinary course of business on the basis that the proceeds of sale shall be the property of and held on trust for Mastergrave:
- d Mastergrave may at any time suspend or revoke the customer's power of sale by notice to the customer if the customer is in default for longer than 14 days in payment of any sum whatsoever due to Mastergrave or if any Bill of Exchange, cheque or other negotiable instrument drawn or accepted or endorsed by the customer in favour of Mastergrave is dishonoured on presentation for payment.
- e the customer's power of sale shall automatically determine if a Receiver is appointed over any of the assets or the undertaking of the customer or a Winding Up Order is made against the customer or the customer goes into voluntary liquidation (otherwise than for the purpose of reconstruction or amalgamation) or causes a meeting of or makes any arrangement or composition with creditors or commits any act of bankruptcy:
- f Upon revocation or determination of the customer's power of sale under (d) or (e) the customer shall place the products at the disposal of Mastergrave which shall be entitled to enter upon any premises of the customer for the purpose of removing such products from the premises.

Where payment is made by cheque Mastergrave shall not be deemed to have received payment until the cheque has been cleared. Notwithstanding the foregoing, risk in the products shall pass to the customer on delivery except where the customer requires a special method of shipment in which case risk shall pass to the customer when the products leave Mastergrave premises.

PRODUCT INFORMATION

The customer shall ensure that any safety information of whatever kind provided by Mastergrave in relation to the products supplied is passed, where the products are supplied for use at work, to the customer's employees or, where the products are supplied for resale to the subsequent purchaser. The customer shall not alter, mask or remove any such safety information from the products.

LIMITATION OF LIABILITY

Mastergrave will repair or at its option, replace or credit the customer with the invoice value of any products found to be defective or faulty in all circumstances whatsoever the liability of Mastergrave in respect of any failure to comply with the contract of other breach of duty shall be limited to such repair, replacement or credit.

AMENDMENTS

Mastergrave reserves the right to alter or amend these General Terms of Business for any particular class of products or customer.