

## **MPS MARKETING SERVICES LTD - BUSINESS TO BUSINESS TERMS AND CONDITIONS OF SALE**

The following terms and conditions ("the Conditions") are the terms on which MPS Marketing Services Ltd (MPS) ("the Company") sells to other businesses and supersede all other terms and conditions used by the Company.

### **1. Orders, price and payment**

- 1.1 No contract shall come into existence until the Company confirms the order for Goods in writing.
- 1.2 The price (exclusive of VAT) for the Goods ("the Price") shall be the quoted price of the Company and payment of the Price shall be made by the Buyer within 30 days of the date ("the Due Date") of the invoice for the Goods and time for payment shall be of the essence.
- 1.3 If the Price is not paid by the Due Date the Buyer will be liable to an additional payment of reasonable liquidated damages. Interest shall accrue both before and after any court judgment on the unpaid portion of the Price at the rate of eight per cent above the base rate from time to time of HSBC Bank
- 1.4 Any cancellation of any order by the Buyer must be in writing, and agreed as cancelled also in writing by the Company. In case of any cancellation, the Buyer may be released from its obligations under the contract after payment of a sum for reasonable liquidated damages.

### **2. Goods**

The description and quantity of the Goods and services to be sold shall be as set out in the estimate provided by the Company to the Buyer ("the Estimate").

### **3. Delivery**

The Company shall deliver the Goods and or Services on the date as both are shown on the Estimate. Time shall not be of the essence for delivery.

### **4. Acceptance**

The Company must be advised in writing by recorded delivery of any defects in the Goods as soon as they are discovered by the Buyer who shall be deemed to have accepted the Goods if they have not been rejected on or before the seventh day after delivery. The Buyer shall not be entitled to reject the Goods in whole or in part thereafter.

### **5. Title and risk**

The Goods shall be at the risk of the Buyer following delivery and, notwithstanding delivery, title in the Goods shall not pass to the Buyer until the Buyer has made payment of all sums owing to the Company failing which the Company shall have the right to repossess or otherwise recover the Goods. Until title passes the Buyer shall hold the Goods as bail for the Company and shall store or mark them so that they can at all times be identified as the Goods of the Company.

### **6. Limitation of liability**

- 6.1 Save in respect of personal injury or death due to any negligence, the Company shall not be liable to the Buyer in respect of any loss suffered by the Buyer due to any defect in the Goods.
- 6.2 Without prejudice to Condition 6.1 the Company shall not be liable to the Buyer or any third party for any loss of profit, consequential or other economic loss suffered by the Buyer arising in any way from this Agreement.

### **7. Set off and counterclaim**

The buyer may not withhold payment of any invoice or other amount due to the Company by reason of any right of set-off or counterclaim which the buyer may have or allege to have or for any reason whatsoever.

### **8. Force majeure**

The Company shall not be liable for any default due to any circumstance beyond the reasonable control of the Company including, but not limited to, Acts of God, war, civil unrest, riot, strike, lock-out, acts of civil or military authorities, fire, flood, earthquake or shortage of supply.

### **9. General**

- 9.1 If any term or provision of these Conditions is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.
- 9.2 The Company may without the consent of the Buyer sub-licence its rights or obligations or any part of these Conditions.
- 9.3 The headings in these Conditions are for ease of reference only and shall not affect the interpretation of any of the Conditions.

### **10. Contract**

Notwithstanding any other provision of this agreement, nothing herein shall confer or is intended to confer a benefit on any third party for the purpose of the Contract (Rights of Third Parties) Act 1999 or for any other purpose.

### **11. Entire agreement**

Each of the parties agrees that save in respect of statements made fraudulently it shall have no remedy in respect of any untrue statement upon which it relied in entering this Agreement and that its only remedies shall be for breach of contract.

### **12. Governing law and jurisdiction**

The laws of England and Wales shall govern this Agreement and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.