

Terms & Conditions

1 Interpretation

1.1 In these conditions:

'Buyer' means the person who accepts a quotation of the Seller for the sale of the Goods or whose order for the goods is accepted by the Seller.

'Goods' means the goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with these conditions.

'Seller' means Marabu (UK) Ltd, Unit 2, Harrison Close, Knowlhill, Milton Keynes, MK5 8PA.

'Conditions' means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller.

'Contract' means the contract for the purchase and sale of the Goods.

'Order' means an order for the Goods placed by the Buyer with the Seller.

'Price' means the price of the Goods.

'Writing' includes cable, facsimile transmission, e-mail and comparable means of communication.

2 Basis of Purchase

2.1 The Order constitutes an offer by the Buyer to purchase the Goods and/or acquire the Services subject to these Conditions.

2.2 These Conditions shall apply to the Contract to the exclusion of any other terms and conditions on which any quotation has been given to the Buyer or subject to which the Order is accepted or purported to be accepted by the Seller.

2.3 No variation to the Order or these Conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and Seller.

2.4 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

3 Delivery

3.1 Orders will be despatched, subject to a carriage charge if applicable to the destination in the United Kingdom specified in the Order by the Seller's choice of carrier.

3.2 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

4 Damage in Transit

Claims for damage in transit must be notified to the carrier on receipt of Goods, and to the Seller in writing within seven days of receipt of Goods. The Seller shall have no liability for claims made outside this period.

5 Errors and Shortages

Errors and shortages must be notified to the Seller in writing within seven days of receipt of Goods. The Seller shall have no liability for such matters where notified outside this period.

6 Non Delivery

Non-receipt of Goods must be notified to the Seller and confirmed in writing with seven days of date of invoice. The Seller shall have no liability for such matters where notified outside this period.

7 Cancellation of Orders

An Order is binding from the date of receipt of Order by the Seller. Cancellations may be accepted, at the Seller's discretion and on such terms as are specified by the Seller. A reasonable cancellation charge equal to the administration and transport costs incurred will be levied.

8 Returns

Returns will not be accepted without prior written authorisation from the Seller. All products returned to the Seller must be packed in a manner that will ensure safe transport. A handling charge up to 20% of the trade value will be applied to cover the labour and materials involved in repacking. No merchandise with an invoice date prior to six months from the date of return will be accepted by the Seller at any time for credit.

9 Prices

9.1 The Price of Goods shall be the price ruling at the date of despatch of the order.

9.2 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller, any changes in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

9.3 The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller at the rate prevailing on despatch.

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Carriage Paid Orders

Unless the order is specified as Ex-Works, the minimum carriage paid order is £400.00 nett invoice value. A service charge of £25.00 will be made against orders under £400.00 nett. Prices stated are for delivery to customer sites in the UK mainland. Carriage on palletised orders below £400.00 nett will be charged at cost.

11.1

Timed deliveries can be arranged for orders received before 12.00pm.

This service will be charged at cost.

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Payment Terms

11.1

Subject to any special terms agreed in Writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for the price of the Goods on or at any time after despatch of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods.

11.2

The Buyer shall pay the price of the Goods nett monthly, and the Seller shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment shall be the essence of the Contract.

11.3

If the Buyer fails to make any payment at the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:

11.3.1

Cancel the Contract or suspend any further deliveries to the Buyer;

11.3.2

Appropriate any payment made by the Buyer to such of the Goods (or the Goods supplied under any other Contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and

11.3.3

Charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of 8 per cent per annum above the Bank of England base rate on the 1st of every month, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

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Force Majeure

12.1

If either party is affected by Force Majeure it shall promptly notify the other party of the nature and extent of the circumstances in question.

12.2

Notwithstanding any other provision of the Agreement, neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other for any delay in performance or the non-performance of any of its obligations under this Agreement to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly.

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Retention of Title and Risk

13.1

Risk of damage to or loss of the Goods shall pass to the Buyer upon delivery to the Buyer or to an agent acting on the Buyer's behalf in accordance with the Contract.

13.2

Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these conditions, the Property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods.

13.3

Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected, insured and identified as the Seller's property, but shall be entitled to resell or use the Goods in the ordinary course of its business.

13.4

Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any of the premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

13.5

The Buyer shall not be entitled to pledge or in any way charge by way or security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all monies owing by the Buyer to the Seller shall (without prejudice to any other right of remedy of the Seller) forthwith become due and payable.

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The Contract shall be governed by and construed in accordance with English Law and each party agrees to submit to the exclusive jurisdiction of the English Courts with regard to any claim or matter arising under this agreement.

ALL PREVIOUS TRADING TERMS AND CONDITIONS ARE HEREBY CANCELLED.

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