

MEZZTECHNIC

Terms and Conditions of Sale

1. These conditions govern this contract and all other sales by Mezztechnic Ltd ("Mezztechnic") to any other person, firm or company purchasing or agreeing to purchase goods or services from Mezztechnic ("the Buyer") to the exclusion of all other terms and conditions including any which the Buyer may purport to apply under any purchase order or similar document.
2. Mezztechnic shall retain Title to any goods delivered by it to the Buyer under any contract with Mezztechnic until all monies due from the Buyer to Mezztechnic under the contract or otherwise has been paid in full.
3. Site surveys are usually carried out following receipt of order by Mezztechnic. In the event that they are carried out beforehand at the client's request and Mezztechnic's agreement, the sum of £500.00 will be charged by Mezztechnic should the order not be confirmed within two weeks of survey date, for immediate payment. In the event that the relevant order is then subsequently received and accepted by Mezztechnic within six months of survey, the final sum invoiced will be the quoted price LESS the sum already paid (unless the job has been requested less the survey payment). Beyond six months, Mezztechnic reserve the right to resurvey and charge accordingly.
4. Cancellations will be subject to charge equal to survey fee or 15% of total contract value (whichever is the greater sum), or in the event that materials have been ordered/fabricated and cannot be returned or re-used, the material and labour cost PLUS 10% MARKUP will be charged on top of the sum intimated above.
5. Until Title to the goods delivered has passed to the Buyer in accordance with Condition 2 a) Mezztechnic shall have absolute authority to retake, sell or otherwise deal with or dispose of all or any part of the goods in which Title remains with Mezztechnic and for this purpose shall be entitled at any time and without notice to enter upon any premises in which the goods or any part of them are installed, stored or kept, or are reasonably believed to be so. b) Mezztechnic shall be entitled to seek a Court injunction to prevent the Buyer from selling, transferring or otherwise disposing of the goods. c) The Buyer shall be bailee of the goods on Mezztechnic's behalf and shall store or otherwise denote the goods in such a way that the same can be recognised as Mezztechnic's property. d) In the event that the Buyer appropriates the goods at any process of manufacture or cuts, alters or mixes them with other goods or otherwise deals with them in the ordinary course of business, the resulting product will become the property of Mezztechnic immediately upon such dealing and the Buyer will be bailee thereof. e) If the Buyer sells them or any product or any such dealing with them as is set out above it will do so as agent of Mezztechnic and must keep any proceeds there from separate from proceeds of sale of goods not belonging to Mezztechnic.
6. Notwithstanding the foregoing the Buyer assumes the risk in any goods delivered to it by Mezztechnic upon delivery to it by Mezztechnic upon delivery and of any products of the goods upon those products coming into existence.

7. All prices are subject to increase in the event of an increase by Mezztechnic for labour and/or materials used by Mezztechnic in performing its obligations under the contract and which occur between the date hereof and the date of delivery.
8. The prices of the goods shall be paid in full to Mezztechnic upon demand.
9. If payment is not received Mezztechnic reserves the right to charge interest on a daily basis at a rate of 5% above Lloyds Bank base rate from time to time. The Buyer may not withhold payment of any invoice or other amount due to Mezztechnic by reason of any right of set off or counterclaim which the Buyer may have or allege to have against Mezztechnic or for any other reason whatsoever.
10. We understand and will exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to the agreed credit terms.
11. Assuming work has been carried out to the agreed design and standard using the agreed materials interim and final invoices are due for payment 28 days following the invoice date. Any invoice outstanding beyond this period will be referred to Daniels Silverman Ltd for recovery and will be subject to a surcharge of 15% plus VAT to cover the collection costs incurred. This surcharge will be the responsibility of the Buyer and will be legally enforceable.
12. If Mezztechnic instruct solicitors as a result of the Buyer's failure to pay any amount to Mezztechnic, the Buyer shall pay any and all Mezztechnic's Solicitors costs and expenses incurred as a result on a full indemnity basis.
13. Our price makes no allowance for the main contractor discounts or retention's which must be agreed in writing by a Company Director at order placement.
14. Delivery dates or periods are approximate only and time shall not be the essence of the contract. Mezztechnic shall incur no liability whatsoever in respect of any loss or damage suffered by the Buyer resulting from delay in delivery howsoever caused.
15. Force Majeure. In the event of an Act of God, outbreak of war, either general or local riot or other civil commotion, strike lockout, or act or decree of any Government or any other act, matter or thing beyond our reasonable control: a) Mezztechnic Ltd shall not be liable for any injury, loss or damage of any kind thereby caused or resulting there from. b) At Mezztechnic's sole discretion, Mezztechnic may withdraw wholly or in part from any contract without liability whatsoever.
16. The liability of Mezztechnic arising out of defective goods supplied under any contract with the Buyer is limited to the value of the defective goods. All other liability for delivering defective goods whether in tort or contract, by express or implied terms, is hereby excluded to the extent allowed by law.
17. The contract is subject to the law of England and Wales

GUARANTEE LIMITS:

Mezztechnic guarantees its product for twenty five years, or up to the limit of the guarantee for individual components (whichever is the lesser) in instances where the product is supplied and

installed BY US in indoor applications with no exposure to unkind environments or processes.

This guarantee does not cover unkind environments, nor does it apply in instances where the structure has been installed by others (unless inspected and signed off by Mezztechnic following installation).

The guarantee ceases to exist in the event that the structure is moved or suffers damage due to negligence - overloading, dropping as opposed to placing loads upon the deck, trucking beyond the stated capacity, damage caused by avoidable impact are examples of negligence (although these are not the limits of negligence).

Normal wear and tear is not covered by our guarantee, and this includes perforation of decking as a consequence of continued use of racking/shelving without load spreaders. or any other point loading without the use of load spreaders - Mezztechnic must be consulted in instances where this type of condition is likely to be a consideration.

UNKIND ENVIRONMENTS:

Examples of unkind environments include those where extremes of temperature exist (beyond normal UK ambient temperatures), exposure to excessive vibration, exposure to wind, exposure to moisture including external applications, exposure to salt or chemicals, and any other instances where conditions do not replicate normal internal installations.

In most cases, Mezztechnic will abstain from providing product which is required to meet these criteria, although external mezzanine structures will be considered normal, however our guarantee is limited to ten years in these instances unless written agreement to the contrary is sought and provided at enquiry stage.

EXCLUSIONS TO MEZZTECHNICS' GUARANTEE ARE NOT LIMITED TO THOSE OUTLINED ABOVE - SEEK OUR WRITTEN ADVICE AT ENQUIRY STAGE AND WE WILL BE DELIGHTED TO TRY TO PROVIDE A SOLUTION WHICH CAN MEET YOUR REQUIREMENTS. GUARANTEE RELATES TO PERFORMANCE ONLY.

OUR TERMS AND CONDITIONS ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE