

## Terms & Conditions of Service

### 1. Definitions

- 1.1 The "Buyer" means the Account Applicant or person who buys or agrees to buy Goods from the Seller.
- 1.2 The "Seller" means Meterpark Ltd.
- 1.3 "Conditions" means the Conditions of Sale set out in this document and any special conditions agreed in writing by the Seller.

### 2. Conditions

- 2.1 These "Terms and Conditions" do not affect your statutory rights as a consumer.
- 2.2 All contracts of sale made by the Seller shall be deemed to incorporate these terms and conditions. BY AGREEING TO PURCHASE THE EQUIPMENT FROM THE COMPANY, THE PURCHASER AGREES TO BE BOUND BY THE CONTRACT. THESE TERMS AND CONDITIONS SHALL PREVAIL OVER ANY TERMS PUT FORWARD BY THE PURCHASER, UNLESS THE COMPANY AGREES TO THEM EXPRESSLY IN WRITING. NO CONDUCT BY THE COMPANY SHALL BE DEEMED TO CONSTITUTE ACCEPTANCE OF ANY TERMS PUT FORWARD BY THE PURCHASER.
- 2.3 If any amendments to this terms and conditions are required it is preferable that they be confirmed in writing.
- 2.4 Acceptance of delivery of Goods shall be deemed conclusive evidence of the Buyers acceptance of these Conditions.

### 3. Prices

- 3.1 The Price shall be that on the Seller's current list price, website or if applicable the price contained in the Seller's Quotation
- 3.2 Should a product's price change between receipt of order and dispatch the buyer will be notified and given the opportunity to cancel the order and receive a full refund.
- 3.3 All quotations are valid for acceptance for a period of 60 days from the date of issue.
- 3.4 All Prices are exclusive of VAT and standard carriage is excluded. Emergency carriage is charged extra.
- 3.5 Payment is due in full on the terms of credit agreed which shall not be more than 30 days from the date of invoice. Time for payment shall be of the essence and any failure to pay shall entitle the Seller at its option to treat the Contract as repudiated by the Buyer or to delay delivery until paid.
- 3.6 If you do not hold a credit account with Meterpark Ltd payment for service's and good will need to be received before site visit or dispatch.
- 3.7 If any act or proceedings shall be commenced in which the Buyer's solvency is concerned, all monies under any transaction covered by these Conditions shall become immediately due and payable.

### 4. Service and repairs

- 4.1 The Sellers staff will be required access to equipment on the buyers premises, any significant delays in getting access to the equipment or delays in getting the equipment into a serviceable condition will incur additional charges.
- 4.2 The Seller's staff can refuse to attend site if the condition of the premises is deemed unsafe or unacceptable for the work involved. The buyer will still be liable for any charges incurred.
- 4.3 Whilst every reasonable effort shall be made to keep to any agreed service date, actual date of service shall not be of the essence and the Seller shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any other person or Company arising directly or indirectly out of any failure to meet any estimated service date.

### 5. Service Agreements

- 5.1 Service agreements include only the equipment listed on the service agreement. Other equipment will be subject to additional charges.
- 5.2 Service agreements include the number of services / visits included on the service agreement, additional services / visits will be subject to additional charges.

### 6. Interest on Overdue Invoices

- 6.1 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at 2% above National Westminster Bank PLC base lending rate for the time being in force per calendar month.

### 7. Warranty and Liability

The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller. Except where the Buyer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977, Section 12) all other warranties, conditions or terms relating to fitness for purpose, merchantability or condition of the Goods, whether implied by Statute, Common Law or otherwise are excluded and the Buyer is satisfied as to the suitability of the Goods for the Buyer's purpose.

### 8. Delivery

- 8.1 Whilst every reasonable effort shall be made to keep any delivery date, date of delivery shall not be of the essence and the Seller shall not be liable for any

losses, costs, damages or expenses incurred by the Buyer or any other person or Company arising directly or indirectly out of any failure to meet any estimated delivery date.

- 8.2 Delivery of the Goods shall be made to the Buyer's address and the Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
- 8.3 Partial shipments may be made and payments therefore shall become due in accordance with the terms hereof, as shipments are made and invoices raised.
- (d) Claims for shortages must be made by the Purchaser within two (2) days of receipt of goods.

### 9. Ownership and Risk

- 9.1 The risk in Goods shall pass to the Buyer upon delivery of the Goods or upon the Goods being appropriated to the Buyer but kept at the Seller's premises at the Buyer's request.
- 9.2 The Seller remains the owner of the Goods affected by the Contract until the Seller has been paid in full for such Goods.
- 9.3 The Buyer shall inspect the Goods immediately upon receipt and shall notify the Seller within a reasonable time of delivery if the Goods are damaged or do not comply with any of the Contract. If the Buyer fails to do this he is deemed to have accepted the Goods.
- 9.4 Any Goods in respect of which any claim of defect or damage is made shall be preserved by the Buyer intact together with the original packing at the Buyer's risk and either
  - a) retained by the Buyer for a reasonable period to enable the Seller or its agent to inspect or Collect the Goods or
  - b) at the Seller's option returned by the Buyer to the Seller who will refund the cost of postage and packing to the Buyer if the Goods are in fact defective.

### 10. Cancellation and Returns

- 10.1 If it is agreed that the goods are to be returned: -
  - a) a Goods Return number obtained from the Seller must be clearly shown on the returned parcels.
  - b) the Buyer will be liable cost of remedying any damage to the Goods returned where such damage has, in the opinion of the Seller, been caused by the Goods being inadequately packaged by the Buyer or through the Buyer's fault.
  - c) the Seller reserves the right to make a handling and restocking charge of 25% on Goods which are returned if they were ordered in error or are no longer required. If the goods are faulty or being returned under clause 10.2 then the restocking charge will not apply.
- 10.2 If you are a consumer you have the right, in addition to your other rights, to cancel your contract and receive a refund. You must contact us and inform us in writing of your desire to cancel your contract within 7 working days of receipt of the relevant product(s). You must return the goods to us at your cost and we advise you to ensure the goods are adequately insured during any return journey.
- 10.3 On receipt of an official purchase order an order cancellation will incur a 25% cancellation charge if the goods are ordered in error or no longer required.

### 11. Force Majeure

In the event that the Seller is prevented from carrying out its obligations under a contract for sale as a result of any cause beyond its control such as but not limited to Acts of God, War, Strikes, Lock-outs, Flood and Failure of third parties to deliver goods, the Seller shall be relieved of its obligations and liabilities under such contract for sale for as long as such fulfilment is prevented.

### 12. No Waiver

The Seller's failure to insist upon strict performance of any provision of these Conditions shall not be deemed to be a waiver of its rights or remedies in respect of any present or future default of the Buyer in performance or compliance with any of these conditions.

### 13. Liability

Except as may be implied by law where the Buyer is dealing as a consumer, in the event of any breach of these Conditions by the Seller the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the price of the Goods and the Seller shall under no circumstances be liable for any indirect, incidental or consequential damage.

### 14. Complaints

- 14.1 If you have a complaint about our service or any goods or services you purchase from Meterpark Ltd then please contact us immediately. You will be contacted as soon as possible and definitely within 24 hours of our hearing from you and aim to provide a resolution within 5 working days.
- 14.2 All complaints will be dealt with in a fair and confidential manner.

### 15. Misc.

- 15.1 Any contracts shall in all respects be construed and operate as an English contract and in conformity with English law.
- 15.2 If any part of these terms and conditions that is not fundamental is found to be illegal or unenforceable, such finding will not affect the validity or enforceability of the remainder of these terms and conditions.



**Head Office & Central Accounts:**  
Kings House, 5 Kings Road  
Flitwick, Beds MK45 1ED  
Tel: 01525 723700  
Fax: 01525 723737

**London:**  
2 Lakeside Drive,  
Park Royal,  
London,  
NW10 7FQ  
Tel: 020 8450 1447

**Bicester:**  
Commerce House,  
Telford Road  
Bicester, Oxford  
OX26 4LD  
Tel: 08 4567 15522

