



Molten Rock Terms and Conditions of Sale.

In these Conditions the following words have the following meanings.

“**The Buyer**” means the person(s), firm or Company purchasing the Goods from the Company.

“**The Company**” means Molten Rock Equipment Limited.

“**Conditions**” means the standard terms and conditions of sale set out in this document.

“**Contract**” means any contract between the Company and the Buyer for the sale and purchase of the Goods which shall be subject to the conditions.

“**Goods**” means the Goods which the Buyer agrees to purchase and the Company agrees to sell in accordance with these Conditions.

1.1 Terms and Conditions

All products, specifications, offers, availability and prices quoted on literature provided by the Company or published on the Company website are subject to change at any time without prior notice.

The Company shall sell and the Buyer shall purchase the Goods at a price set out in any written quotation from the Company which is accepted by the Buyer, and in accordance with these Terms and Conditions. Quotations are only valid for 30 days from date of quote.

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

Any advice or recommendations given by the Company or its employees or agents to the Buyer or its employees or agents as to the storage, application or the use of the Goods which is not confirmed in writing by the Company is followed or acted upon entirely at the Buyers own risk and accordingly the Company shall not be liable for any such advice or recommendations which is not so confirmed.

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 Company shall be subject to correction without any liability on the part of the Company.

The Buyer shall be responsible for ensuring the accuracy of the terms of any order (including any applicable specifications) submitted by the Buyer to the company, and giving the Company any necessary information relating to the Goods within a sufficient time to enable the Company to perform the Contract in accordance with these terms.

The quantity, quality and description of any specification for the Goods shall be those set out in the Company’s quotation (if accepted by the Buyer) of the Buyer’s order (if accepted by the Company).

The Company reserves the right to make any changes in specifications of the Goods which are required to conform with any applicable legislation or, where the Goods are to be supplied to the Company's specification, which do not materially affect their quality or performance.

Nothing in these terms and conditions is an attempt to exclude the Company's liability for any matter which cannot be lawfully excluded, including (without limitation) for death or personal injury caused by negligence, any liability under section 2(3) of the Consumer Protection Act 1987 or any liability for fraud or fraudulent misrepresentation.

1.2 Price and Additional charges

The price of the Goods shall be the Company's quoted price or, where no price has been quoted (or the quotation has exceeded 30 days), the price listed in the Company's published prices list current at the date of acceptance of the order.

Price means the price paid for the Goods, including VAT (charged at 17.5%) but not including delivery costs or any other costs regarding a delay with the order, other than where such delay is due to the fault of the Company.

The Company 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 of the Company which is due to any factor beyond the control of the Company and which affects the contract. This includes, without limitation, any foreign exchange fluctuation, currency legislation, material costs any change in delivery dates, quantities or specifications for the Goods which is requested. This will include any delay caused as a result of any instructions of the Buyer or failure of the Buyer to give the Company adequate information or instructions.

Except as otherwise stated under any terms of any quotation or in any price list of the Company, and unless otherwise agreed in writing between the Company and the Buyer, all prices are given by the Company on an do not include delivery. Where the Company agrees to deliver the Goods otherwise than at the Company's premises the Buyer shall be liable to pay the Company's charges for transport, packaging and insurance.

1.3 Terms of Payment

Goods will not be sold on a trial basis.

At point of order the Buyer will pay the Company in the form of a cash deposit 50% of the total price provided to the Buyer in the written quotation. A receipt for the cleared funds will be given to the Buyer with confirmation of the outstanding amount.

The Buyer shall then pay the remaining 50%, equalling a 100% payment within 7 days of receiving written notification from the Company that the Goods are ready for despatch.

All payments must be received and funds cleared before any Goods are despatched to the Buyer. Receipts for the Goods and Payment will be issued with the delivery of the Goods.

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

- o Cancel the Contract or suspend any further deliveries to the Buyer
- o Charge the Buyer interest (both before and after any judgment) on the daily amount unpaid at the rate of 4.5% (four point five percent) above the Barclays Bank Plc Base rate until payment in full is made.

1.4 Delivery

Any dates quoted for delivery of the Goods are approximate only and the Company shall not be liable for any delay in the delivery of Goods however caused.

If the Company fails to deliver the Goods (or any instalment) for any reason other than any cause beyond the Company's reasonable control or the Buyer's fault, and the Company is accordingly liable to the Buyer, the Company's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar Goods to replace those not delivered over the price of the Goods.

Unless otherwise agreed in writing at time of quotation the Company will use a courier of its own choice to deliver the Goods to the Buyer. The Company reserves the right to change its courier at any point without prior notice.

1.5 Cancellation

Any cancellation must be presented to the Company in writing within 7 days of the delivery date. The Company will refund any Payments, including delivery charges, within 30 days from the cancellation date.

If for any reasons beyond the Company's reasonable control, including but not limited to an inability or failure on the part of the manufacturers or suppliers of the Goods to supply the Goods to the Company, we are unable to supply the Goods to the Buyer, the Company may cancel the agreement at any time before the Goods are delivered by giving the Buyer notice.

1.6 Warranties

Subject to the terms and conditions set out below the Company warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 12 months.

The above warranty is given by the Company subject to the following conditions:



- o No additional items or modifications are added or made without prior written consent from Molten Rock Equipment Limited
- o No repair work is completed without prior approval and written consent from Molten Rock Equipment Limited.
- o The product is damaged through overloading (maximum rider weight 110Kgs).
- o The product is damaged through use outside the guidelines set out in the operators manual.
- o The service and inspection regimes laid out in the operators manual provided by the Company are not adhered to.

Where the Buyer is acting as a consumer the statutory rights of the Buyer are not affected by these conditions.

Any claim by the Buyer which is based on any defect in the quality or condition of the Goods at point of delivery shall notify the Company within 7 working days. If delivery is not refused and the Buyer does not notify the Company accordingly, the Buyer shall not be entitled to reject the Goods and the Company shall have no liability for such defect or failure.

The Buyer must notify the Company of any failure or defect of the Goods that occurs within the first 12 months in writing within 14 days of the defect/failure occurring. No warranty is given that Goods supplied are suitable for purposes that the Buyer has not made known expressly in writing to the Company.

1.7 Complaints

If the Buyer has any complaint, criticism or concern about any service provided by the Company, the Buyer can contact the Company;

- in writing to be sent by post to our address

Customer Services
Molten Rock Equipment Ltd,
Unit 2, Rook Tree Farm
Hulcote
Milton Keynes, MK17 8BW

- by electronic mail to customerservices@moltenrock.co.uk

SIGNED by Buyer (Print Name).....

(Sign).....(Date).....

SIGNED by)
Christopher Nicholas Swift)
For and on behalf of **MOLTEN ROCK**)
EQUIPMENT LIMITED)

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(Sign)Director