



Standard Terms and Conditions for the Sale of Goods

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 equipment (including any parts for them) which the Seller is to supply in accordance with these Conditions and shall include but is not limited to machines, ovens, provers and conveyers.

'SELLER' means AFE Group Limited trading as MONO Equipment (registered in England and Wales under number 3872673)

'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

'WRITING' includes mail, facsimile transmission and comparable means of communication.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. Basis of the Sale:

2.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with any written quotation of the Seller which is accepted by the Buyer, or any written order of the Buyer which is accepted by the Seller, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.

2.2 No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller.

2.3 The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in Writing. In entering into the Contract the Buyer acknowledges that it does not rely on any such representations which are not so confirmed.

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



2.5 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. Orders and Specifications:

3.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in Writing by the Seller's authorised representative.

3.2 Photographs, illustrations or advertisement matter supplied by the Seller represent generally the goods manufactured by the Seller but shall not be taken as necessarily representing the Goods subject to the quotation and shall not form part of the Contract.

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

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

3.5 If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's specification.

3.6 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or EC requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance, or where the standard materials used are not available to use the best alternative materials available at the time of manufacture.

3.7 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

4. Price of the Goods:

4.1 The price of the Goods shall be the Seller's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's price list current at the date of acceptance of the order. All prices quoted are:

4.1.1 in respect only of equipment of standard design; and

4.1.2 subject to a site survey of the Buyer's premises



4.2 Where the Goods are supplied for export from the United Kingdom, the Seller's published export price list shall apply. All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer. The Buyer shall obtain and bear the cost of all necessary import licences, clearances and consents necessary for the purchase of the Goods.

4.3 The price quoted for the goods shall include (unless otherwise expressly stated) delivery only to the Buyer's premises at ground level (unless the Buyer collects the equipment from the Seller's premises)

4.4 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 (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change 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.

4.5 Except as otherwise stated under the terms of any quotation, and unless otherwise agreed in Writing between the Buyer and the Seller, all prices are given by the Seller on an ex works basis and where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Buyer shall be liable to pay the Seller's charges for transport, packaging and insurance.

4.6 The price is exclusive of:

4.6.1 any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller;

4.6.2 any erection, dismantling, lifting, relocating, reassembling and installing of the Goods and where the same is undertaken by the Seller at the Buyer's request the Buyer shall pay the Seller such additional sums as shall be calculated by the Seller on a time and expenses basis.

4.6.3 any builders', architects' or surveyors' charges or fees.

5. Terms of Payment:

5.1 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 delivery 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.

5.2 The Buyer shall pay the price of the Goods in the following stages:

5.2.1 non-refundable deposit of 30% on acceptance of an order or quotation

5.2.2 70% on notification from the Seller that the Goods have been manufactured and are available for delivery



5.3 In addition to the payment of the price for the Goods the Buyer shall pay a sum of [£50.00] towards restocking any parts of the Goods

5.4 In the event that the order or quotation is for bespoke Goods prepared to specifications provided by the Buyer the whole amount of the price of the Goods shall be payable by the Buyer on notification of the Goods being available for delivery even if the Buyer fails to collect the Goods or the fails to accept delivery of the Goods.

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

5.5.1 cancel the contract or suspend any further deliveries to the Buyer;

5.5.2 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

5.5.3 charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of 2 per cent per annum above Natwest Bank plc base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

6. Delivery:

6.1 Delivery of the Goods shall be completed on the Goods' arrival at the agreed delivery destination.

6.2 Where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Seller shall be under no obligation under section 32(2) of the Sale of Goods Act 1979.

6.3 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.

6.4 The Seller accepts no responsibility for any loss sustained by the Buyer through late delivery, and further where a time for delivery has been agreed but delivery is delayed for any reason beyond the control of the Seller or the Buyer's failure to give adequate delivery instructions, a reasonable extension of time shall be allowed to the Seller.

6.5 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

6.6 If the Seller fails to deliver the Goods (or any instalment) for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller'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.



6.7 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may:

6.7.1 store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or

6.7.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

7. Cancellation of Order

7.1. Standard Items – A cancellation charge of 25% of nett invoice value will be made to cover the Seller's administration and other costs.

7.2. Orders for Modular equipment, Buyer-requested modifications or bespoke equipment – Once manufacture has commenced, cancellation of items made to a Buyer's specific requirements or specification will involve, in addition to the cancellation charge (referred to in clause 7.1) all manufacturing and other costs incurred by the Seller up to the time of cancellation.

7.3. Once Goods have been delivered they are not in any circumstances returnable without the Seller's agreement in writing.

7.4. If Seller is in agreement, return of goods must be in accordance with the Seller's returns policy. (available from our website).

8. Risk and Property:

8.1 Title to the Goods supplied by the Seller shall not pass to the Buyer until:

8.1.1 the purchase price and all other monies owing by the Buyer in relation to those Goods or the price (whether or not due) are paid in full; and

8.1.2 there are not monies owing by the Buyer to the Seller on any account (whether or not due).

8.2 Notwithstanding this reservation of title the Buyer may resell any goods in the ordinary course of business which remain the property of the Seller in which event the Buyer shall remit the proceeds of sale to the Seller and until so doing shall hold such proceeds of sale on trust for the Seller and in such a way that they are kept separate and are readily identifiable.

8.3 The Seller shall be entitled (but not obliged) at any time to recover and dispose of any Goods to which it has retained title under this clause and the Buyer will be deemed to have granted to the Seller an irrevocable license for so long as any monies shall remain owing to it to enter the Buyer's premises to inspect and recover any such goods.

8.4 The Buyer agrees and undertakes in respect of all Goods that remain the property of the Seller:

8.4.1 to store the same in such a way that they are readily identifiable as the property of the seller;

- 8.4.2 to insure the same to their full value; and
- 8.4.3 to hold the same in all respects as bailee for the Seller.

- 8.5 Where the property in the goods has not passed the Seller may nevertheless maintain an action against the Buyer for the purchase price and all other monies then owing to the Seller in relation to the goods notwithstanding Section 49 of the Sale of Goods Act 1979.
- 8.6 If the Seller repossesses or resells its Goods it shall credit the Buyer in the Seller's accounts (in each case after deduction of all expenses of recovery and/or sale) with the lesser of (i) the net value or proceeds of the sale (as the Seller may elect) of the goods and (ii) the invoiced price (excluding value added tax) to the Buyer of the Goods.
- 8.7 Notwithstanding the provisions of Condition 8 ii) above the Goods shall be at the risk of the Buyer from the time when they are tendered for delivery at an agreed destination or are available for collection by the Buyer or cease to be in the Seller's possession and in particular when they are delivered into the possession or custody of a carrier, forwarding agent, warehouseman or other bailee or agent for the purposes of transmission whether or not such person contracts with or is instructed by the Seller or the Buyer.

9. Erection and Installation:

9.1 In the case of Goods as specified in clause 4.6.2 which price includes erection or for any Goods where the erection, installation or other service as may be specified in clause 4.6.2 is to be provided by the Seller in accordance with that clause 4.6.2 then the same:

9.1.1 shall be carried out during normal working hours; and

9.1.2 the Buyer shall provide suitable access to the premises and utilities to the source point including gas, electricity, lighting or other as the Seller may require.

9.2 The Buyer shall indemnify the Seller against all and any costs and charges (including, but not limited to parking charges and fines) the Seller may incur as a result of the Buyer failing to provide suitable access to the Buyer's premises to install the Goods or access the premises

9.3 Connections to extraction facilities, steam, gas or other supply are not undertaken by the Seller.

9.4 The Seller shall not be responsible for damage to the Goods during or after erection or installation or other service if it is performed by persons other than the Seller's representatives, his Agents or other such persons who have been approved in writing by the Seller.

10. Damage or Loss in Transit:

10.1 The Seller's liability ends with the arrival of the goods at the designated delivery point and the Seller shall not be liable for any damage or loss caused during unloading or thereafter.

10.2 Goods should be examined on arrival by the Buyer or his agent and details of any damage or loss entered on the Carrier's note and notified to the Seller immediately. Where inspection cannot reasonably be made, the Carrier's note or other such document as is appropriate shall be marked "Not inspected".



10.3 In the event of damage in transit, goods or parts thereof will be replaced or repaired free of charge provided that any damage is notified in writing to the Seller (and Carrier where appropriate) within 7 days of delivery to the designated delivery point.

10.4 In the event of loss in transit the Seller shall be notified in writing within 7 days from the date of consignment.

10.5 Once Goods have been delivered, they are not in any circumstances returnable without the Seller's agreement in writing.

11. Warranty:

11.1 Subject to the conditions set out below the Seller 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 from the date of their initial use or 12 months from delivery, whichever is the first to expire, unless otherwise agreed.

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

11.2.1 the warranty does not extend to second-hand or reconditioned Goods arising from any drawing, design or specification supplied by the Buyer;

11.2.2 the Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Seller's approval;

11.2.3 the Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;

11.2.4 the above warranty does not extend to parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller.

11.2.5 the above warranty does not cover items classes as consumables e.g. light bulbs, door seals etc.

11.3 Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

11.4 If the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Buyer are not affected by these Conditions.

12. Liability:

12.1 The Seller's express liability under these Conditions shall be the Seller's only liability and the Buyer's only remedy for breach of any contract for the sale of Goods and all other liability of the Seller whether in contract, tort (including negligence), statute or otherwise is hereby excluded.

12.2 The Seller shall not be liable for any consequential loss or indirect loss suffered by the Buyer whether this loss arises from breach of a duty in contract or tort or in any other way (including loss arising from the Seller's negligence). Non-exhaustive illustrations of consequential or indirect loss would be:

12.2.1 loss of profits

12.2.2 loss of contracts

12.2.3 damage to property of the Buyer or anyone else, and personal injury to the Buyer or anyone else (except so far as such injury is attributable to the Seller's negligence)

12.2.4 site labour costs including removal, replacement or making good or delay or disturbance to other works

12.2.5 loss of contents and spoilage of products

12.2.6 The Seller's total liability for any one claim or for the total of all claims (other than personal injury claims arising from the Seller's negligence) arising from any act or default of the Seller in connection with any contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the contract price or sum of One Million Pounds (£1,000,000.00) whichever is the lesser.

12.2.7 In the case of Goods not manufactured by the Seller the Seller gives no representation, warranty or condition whatsoever that the sale or use of the Goods will not infringe patent, copyright or other intellectual property rights of any other person, firm or company.

12.3 Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, and the entire liability of the Seller under or in connection with the Contract shall not exceed the price of the Goods, except as expressly provided in these Conditions.

12.4 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control:

12.4.1 Act of God, explosion, flood, tempest, fire or accident;

12.4.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;

12.4.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

12.4.4 import or export regulations or embargoes;

12.4.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller, Buyer or of a third party);

12.4.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery;

12.4.7 power failure or breakdown in machinery.

13. Indemnity:

13.1 The Buyer shall indemnify the Seller against all damages, penalties, costs and expenses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) to which the Seller may be liable if any work done in accordance with the Buyer's specification infringes or allegedly infringes any third-party property right.

13.2 The Buyer will keep the Seller indemnified against all actions, costs, claims and liability arising from faulty or unsuitable instructions given by the Buyer or from allegation of breach of the intellectual property rights of a third party arising out of the Seller's instructions.

13.3 The specifications and designs of the Goods (including the copyright, design right or other intellectual property in them) shall as between the parties be the property of the Seller and where any estimate is rejected by a buyer all drawings, illustrations and specifications shall be returned to the Seller.

13.4 Where any designs or specifications have been supplied by the Buyer for manufacture by or to the order of the Seller then the Buyer warrants that the use of those designs or specifications for the manufacture, processing, assembly or supply of the Goods shall not infringe the rights of any third party.

13.5 The Buyer shall indemnify the Seller accordingly in respect of any additional charges incurred as a result of the Buyer's failure to provide adequate instructions, suitable equipment for any erection or installation or other to be undertaken at the Buyer's request, for any delays or interruptions or other expenses howsoever incurred by the Seller in performing his obligations under the Contract.

14. Insolvency of Buyer:

14.1 This clause applies if:-



14.1.1 the Buyer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

14.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or

14.1.3 the Buyer ceases, or threatens to cease, to carry on business; or

14.1.4 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

14.2 If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

15. General:

15.1 These Conditions and all contracts to which they apply shall be subject to and construed in accordance with English & Welsh Law and the parties hereby submit to the exclusive jurisdiction of the English & Welsh courts.

15.2 Any notice shall be in writing and sent by prepaid post sent first class, addressed to the party to be served at its registered office for the time being or the address for that party stated in any order, acknowledgment of order. Notices served by post shall (except where expressly provided otherwise) be deemed served on the second business day after the date of posting; 'business day' shall mean a day other than a Saturday and Sunday or an Welsh Bank or Statutory Public holiday.

15.3. No failure or delay by the Seller in exercising any of its rights under these Conditions shall operate as a waiver thereof.

15.4 In the event that any of these Conditions shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any of the other conditions hereof all of which shall remain in full force and effect.

15.5 The parties do not intend that any term of these Conditions shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

15.6 Clause headings are for ease of reference only and do not affect construction.

15.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.