

14 November 2023

STANDARD TERMS AND CONDITIONS OF SALE - "The Agreement"

IMPORTANT: Please read the wording of this Agreement carefully as it contains the terms and conditions ("The Conditions") upon which Mark SG Enterprises Limited ("Us"/"We"/"Our") contracts with you ("You"/"Your"/"Yourself") for the sale of the Goods.

In this Agreement "Goods" means the goods which We supply to You in accordance with the Conditions.

All Orders are accepted by Us subject to the following Conditions:

- 1.1 You shall make an order by telephone, facsimile, post, email or online.
- 1.2 Where an order is made by telephone, We do not require written confirmation of such an order. If You do send written confirmation of an order, please ensure that the order is clearly endorsed "confirmation". Failure to so endorse the confirmation will result in the order being duplicated. You will then be responsible for settlement of the duplicated order in full. If the duplicated order is not required it will be subject to Our terms under clause 6 "Returns" below.
- 1.3 All orders which are accepted by Us shall be subject to these Conditions.

2.1 Payment is due at the time of submitting the order, however at our discretion We may offer You a credit facility, and subject to satisfactory references, We shall invoice you for the Goods on or soon after dispatch. In this case, payment is due prior to the payment date as shown on your invoice but is usually within 30 days of the invoice date.

2.2 If You fail to make any payment on the Due Date, We have the right to charge interest on all outstanding balances calculated on a daily basis at the rate of 2% per annum above the current base lending rate of the HSBC Bank.

2.3 Prices quoted on our pricelist are exclusive of VAT and current at the time of going to press. Whilst every endeavour will be made to maintain them at their present low level, We reserve the right to effect changes without prior notice (including, in particular, in the event of exchange rate variations).

2.4 If any sum of money is due from You, the same may be deducted from any sum then due or which at any time becomes due to You under this or any other Agreement between Us and You.

2.5 Single invoices are rendered, a charge will be made for additional copies.

3.1 Ownership of the Goods delivered or to be delivered by Us will only be transferred to You when You have paid cash or cleared funds in payment of all sums owing to Us in respect of the Goods.

3.2 Until payment as aforesaid You must store the Goods in such a way that they are clearly Our property.

3.3 Until ownership has passed to You We retain full legal and beneficial title to the Goods and reserve the right at any time to require You to deliver up the Goods to Us and, if You fail to do so forthwith upon Our request, to enter upon any of Your premises or of any third party where the Goods are stored and repossess the Goods.

3.4 Nevertheless You shall be entitled to sell the Goods either in their original state or incorporated into other products acting as Our agents but in these circumstances the title to the Goods shall remain with Us, and You shall remain fully accountable for the proceeds of the Sale thereof.

Mark SG Enterprises Limited – The 'alternative' marketing company

Trading divisions: UV Gear | Promofoam | Gamebuilders | Neopremia | Reigate PA Hire

MARK SG ENTERPRISES LTD.	COMPANY REG: 05420990	VAT REGISTRATION: GB 797 4086 74
REGISTERED OFFICE: 178-180 CHURCH ROAD, HOVE, E SUSSEX, BN3 2DJ		

4.1 We shall dispatch Goods by First Class post or Carrier to UK based customers (for Export see paragraph 5). Stock held goods are normally dispatched within 5 working days but will occasionally require 28 days from receipt of payment. Custom made goods may take up to 4 Weeks. Carriage, is subject to order and will be quoted for you. Certain goods within our range require special packaging and carrier services. This will be advised at the point of order.

4.2 Time for delivery shall not be of the essence of this Agreement. We shall use reasonable endeavours to deliver by the date specified but We shall be under no liability whatsoever for delay in delivery or the consequence thereof however caused and You hereby waive irrevocably all Your rights and remedies (if any) in respect of any loss or damage suffered or incurred directly or indirectly as a result of any late delivery of the Goods.

4.3 Goods which are out of stock will be placed on back-order for delivery as soon as they become available. Cancellation of back orders must be given in writing.

5.1 Freight and insurance are charged extra at cost. Please contact our Export department for a quotation. Payment may be made by Banker's Draft or Telegraphic Transfer direct to our bank, HSBC Bank, 107 High Street, Banstead, Surrey, England, SM7 2NR. Account number: 91422138, Bank Sort Code: 40-09-04. IBAN GB57HBUK40090491422138

6.1 Other than Goods returned under Guarantee in accordance with clause 7 or for shortages or damages reasons, returns will require Our Agreement and, in any event, will only be accepted in original packaging and a 20% handling charge will apply with a minimum charge of £2.00. Goods must be returned within 7 days of the date of delivery. Custom-built goods are not eligible for refund.

6.2 If there are shortages or damages to the Goods occurring in transit, you must notify Us within 3 working days of the date of delivery, giving full details of any such shortages or damages and You must return the Goods to Us together with all packaging. Within that time all parcels delivered to You in a damaged condition should be returned to Us forthwith.

6.3 In all cases where the Goods are returned You must quote the invoice number and delivery date.

6.4 Where We accept that there has been a shortage in Goods dispatched or the Goods have been damaged in transit, We shall replace such Goods at the previously invoiced price.

6.5 Order Cancellation. Cancellation of an order can only be accepted after prior negotiation and agreement. On no account can cancellation be accepted for items ordered or created specially by Us on Your behalf.

7.1 Products offered in our catalogue may be the subject of patents, copyright, design, trademark or other intellectual property rights. We make no representation or warranty as to whether Your use of or dealing with the Goods (or any part or component thereof) either will or will not infringe such rights. Without limiting the generality of this statement, We do not grant nor purport to grant to You any license, permission or authority in respect of such rights and You acknowledge and agree to satisfy Yourself in respect of such matters. We accept no liability for infringement of any such rights.

7.2 Reproduction in part or whole of the company's Website or documentation without Our prior written consent is strictly prohibited.

8.1 Unless otherwise specified and subject to clauses 7.2 and 7.3 below, the Goods are guaranteed free from defect caused by faulty materials or workmanship for a period of twelve months from the date of dispatch (the "Guarantee").

8.2 The Guarantee in clause 7.1 above is given provided that:

(a) We are promptly notified in writing upon discovery by You that the Goods are defective due to faulty materials or workmanship;

(b) The Goods in question to which the claim refers are returned to Us within 6 months from the date of dispatch (the "Guarantee Period") suitably packed, carriage prepaid and accompanied with proof of purchase (delivery note or invoice) and details of the nature of the defect; and

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(c) Examination by Us of the Goods in question confirms that the alleged defect has not been caused by misuse, neglect, method of storage, faulty installation, handling, testing or repair, by alteration or accident or by any other cause listed in clause 8.3(b)(i) to (iv) below.

8.3 We are not liable under this Guarantee:

(a) If the total price for the Goods has not been paid by the Due Date; or

(b) For any defect arising from:

(i) Fair Wear and tear, willful damage, negligence, misuse, and repair of the Goods without Our approval;

(ii) any use of or dealing with the Goods in a manner which could not reasonably be expected having regard to their normal purpose;

(iii) any use of or dealing with the Goods in conjunction with any other item where such item causes or gives rise to the alleged defect; or

(iv) any use of the Goods which is not in accordance with the manufacturers operating or user instructions or from any failure to service or maintain the Goods in accordance with the manufacturer's instructions.

8.4 The Guarantee shall not be affected by and no obligation or liability shall result from providing technical advice or service in connection with Your order for the Goods.

8.5 Our liability under the Guarantee shall be limited to replacing, repairing or issuing credits at Our option for any Goods returned within the Guarantee Period.

9.1 Subject to clauses 9.3 and 9.4 below and as otherwise expressly provided in this Agreement, all warranties, conditions or other terms whether express or implied by statute or common law or otherwise are excluded to the fullest extent permitted by law. In particular We make no representation or warranty that the Goods are either of satisfactory or merchantable quality or fit for any purpose or that they conform to any description. You acknowledge and agree that You have relied upon Your own skill and judgment in selecting the Goods.

9.2 Subject to clauses 9.3 and 9.4 and to the Guarantee given in accordance with clause 8 and to the full extent permitted by law We exclude all liability for any loss, damage or expense howsoever suffered or incurred by You as the direct, indirect or consequential result of the Goods either not being of satisfactory or merchantable quality, or fit for any purpose, or conforming to any description and You hereby irrevocably waive all rights and/or remedies (if any) which You may have or have had in respect of such loss, damage or expense and/or in respect of any breach or default of any warranty implied by statute, equity or common law concerning the quality, fitness or description of the Goods.

9.3 Clauses 9.1 and 9.2 do not apply where You deal as a Consumer in accordance with section 12 of the Unfair Contracts Terms Act 1977 and to the extent that that such exclusion is not permitted in accordance with the provisions that Act. Your statutory rights remain unaffected by anything in these Conditions.

9.4 We shall not be liable for incidental or consequential damages for any breach hereof, including but not limited to costs of removal and re-installation of Goods, loss of goodwill, loss of profits or loss of use.

10.1 We reserve the right to discontinue any product, or make design changes to product specifications, or use different suppliers or manufacturers to those stated in our advertising and literature, without prior notice, as part of Our continuous process of product and service improvement, or to improve product availability.

10.2 The information contained on the Website and corresponding documentation is updated regularly and correct to the best of Our knowledge at time of going to press.

10.3 We shall not be liable to You for any delay or failure to perform any of Our obligations hereunder which is due to causes or circumstances beyond Our reasonable control, including

(without limitation) acts of civil or military authority, national emergencies, fire or flood, acts of God, war or riots, actions or omissions of third parties.

10.4 This Agreement including the order is the complete and exclusive statement of the contractual relationship between the parties, which supersedes all prior proposals, understandings, agreements, or representations between the parties relating to this Agreement except in respect of any fraudulent misrepresentation made by either party.

10.5 We reserve the right to randomly monitor and record inbound and outbound calls. No delay, neglect or forbearance on the part of either party in enforcing its rights or any of them against the other shall be construed as a waiver or in any way prejudice any of its rights hereunder.

10.6 Health and safety data pertaining to some of our products is available upon request.

10.7 This Agreement shall be governed by and construed in accordance with the laws of England and Wales whose courts shall have exclusive jurisdiction in connection with any dispute arising out of or in connection with it.

For further information or if you have any questions call the sales dept. on: 01737 233890.