

MTFX LTD – WEBSITE TERMS & CONDITIONS

1 The contract between us

- 1.1 These terms of sale apply to all goods supplied by MTFX Ltd, registered in England and Wales no. 9150047.
- 1.2 No contract exists between you and us for the sale of any goods until we have received and accepted your order and sent you confirmation in writing or by email to the address or email address you have given. Once we do so there is a legally binding contract between us.
- 1.3 The contract is subject to your right of cancellation (see below).
- 1.4 We reserve the right to change these terms of sale without notice to you in relation to future sales.

2 Description and Price

- 2.1 The description and price of the goods you order will be shown in our current catalogue and on our website at the time you place your order.
- 2.2 The goods are subject to availability. If on your receipt of your order the goods you have ordered are not available in stock, we will inform you as soon as possible, and refund or recredit you for any sum that has been paid by you or debited from your debit/credit card for the goods.
- 2.3 Every effort is made to ensure that prices shown in our current catalogue and on our website are accurate at the time you place your order. If an error is found, we will inform you as soon as possible and offer you the option of reconfirming your order at the correct price or cancelling your order. If you cancel, we will refund or recredit you for any sum that has been paid by you or debited from your credit card for the goods.
- 2.4 In addition to the price, you will be required to pay a delivery charge for the goods as set out in our catalogue and on our website. It might not be possible to deliver to some locations.
- 2.5 The price of the goods and delivery charges are inclusive of VAT.

3 Payment

Payment for the goods and delivery charges can be made by any method shown in our current catalogue and on our website.

4 Right for you to cancel your contract

4.1 You may cancel your contract with us for the goods you order at any time up to the end of the seventh working day from the date you receive the ordered goods. You do not need to give us any reason for cancelling your contract nor will you have to pay any penalty.

4.2 To cancel your contract you must notify us in writing.

4.3 If you have received the goods before you cancel your contract then you must send the goods back to our contact address at your own cost and risk. If you cancel your contract but we have already processed the goods for delivery you must not unpack the goods when they are received by you and you must send the goods back to us at our contact address at your own cost and risk as soon as possible. You must take reasonable care to ensure the goods are not damaged in the meantime or in transit.

4.4 Once you have notified us that you are cancelling your contract, any sum debited to us from your credit card will be credited to your account as soon as possible and in any event within 30 days of your order PROVIDED THAT the goods in question are returned by you and received by us in the condition they were in when delivered to you. If you do not return the goods delivered to you or do not pay the costs of delivery, we shall be entitled to deduct the direct costs of recovering the goods from the amount to be credited to you.

5 Delivery of goods to you

5.1 We will deliver the goods ordered by you to the address you give us for delivery at the time you make your order. All orders are shipped from the UK. Customers will be responsible for paying any applicable import duties and taxes. Charges may vary based on the contents of the order. Customers are advised to contact their local customs office for further information on current import regulations.

- 5.2 If delivery cannot be made to your address we will inform you as soon as possible and refund or recredit you for any sum that has been paid by you or debited from your credit card for delivery.
- 5.3 If there is no one at the address given who is competent to accept delivery of the goods, you will be notified of an alternative delivery date or a place to collect the goods.
- 5.4 Delivery will be made as soon as possible after your order is accepted and in any event within 30 days of your order. However, we will not be liable for any loss or damage suffered by you through any reasonable or unavoidable delay in delivery. In this case, we will inform you as soon as possible.
- 5.5 You will become the owner of the goods you have ordered when they have been delivered to you. Once goods have been delivered to you they will be held at your own risk and we will not be liable for their loss or destruction.

6 Liability

- 6.1 If the goods we deliver are not what you ordered or are damaged or defective or the delivery is of an incorrect quantity, we shall have no liability to you unless you notify us in writing at our contact address of the problem within 10 working days of the delivery of the goods in question.
- 6.2 If you do not receive the goods ordered within 30 days of the date on which you ordered them, we shall have no liability to you unless you notify us in writing at our contact address of the problem within 40 days of the date on which you ordered the goods.
- 6.3 If you notify a problem to us under clauses 6.1 or 6.2 above, our only obligation will be, at your option:
- 6.3.1 to make good any shortage or non-delivery;
 - 6.3.2 to replace or repair any goods that are damaged or defective; or
 - 6.3.3 to refund to you the amount paid by you for the goods in question in whatever way we choose.

- 6.4 Save as precluded by law, we will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising out of any problem you notify to us under this condition and we shall have no liability to pay any money to you by way of compensation other than to refund to you the amount paid by you for the goods in question under clause 6.3.3 above.
- 6.5 You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase goods from our site. The importation or exportation of certain of our goods to you may be prohibited by certain national laws. We make no representation and accept no liability in respect of the export or import of the goods you purchase.
- 6.6 All goods must be used strictly in accordance with the instructions provided. We accept no liability if you fail to do so.
- 6.7 Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

7 Warranty

- 7.1 All goods supplied by us are warranted free from defects for 12 months from the date of supply. This warranty does not affect your statutory rights as a consumer.
- 7.2 This warranty does not apply to any defect in the goods arising from fair wear and tear, wilful damage, accident, negligence by you or any third party, use otherwise than as recommended by us, failure to follow our instructions, or any alteration or repair carried out without our approval.
- 7.3 If the goods supplied to you develop a defect while under warranty or you have any other complaint about the goods you should notify us in writing at the postal, fax or email addresses found on our website.

8 Notices

Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to our contact address at Velt House, Velt House Lane, Elmore, Gloucestershire, GL2 3NY and all notices from us to you will be displayed on

our website from to time.

9 Events beyond our control

We shall have no liability to you for any failure to deliver goods you have ordered or any delay in doing so or for any damage or defect to goods delivered that is caused by any event or circumstance beyond our reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.

10 Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

11 Data Protection

11.1 We will take all reasonable precautions to keep details of your order and payment secure, but unless we are negligent we will not be liable for unauthorised access to information supplied by you.

11.2 We will only use the information you provide about yourself for the purpose of fulfilling your order, unless you agree otherwise. We would like to notify you of products and offers that may be of interest to you from time to time and if you would like to be notified of these then please tick the box below. You can correct any information about you or ask for information about you to be deleted by giving written notice to us at the address, fax number or email address shown on our website.

12 Third party rights

Except for our affiliates, directors, employees or representatives, a person who is not a party to this agreement has no right under the United Kingdom Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

13 Governing law

The contract between us shall be governed by and interpreted in accordance with English law and the English courts shall have jurisdiction to resolve any disputes between us

14 Entire Agreement

These terms and conditions, together with our current website prices, delivery details, contact details and privacy policy, set out the whole of our agreement relating to the supply of goods to you by us. Nothing said by any sales person on our behalf should be understood as a variation of these terms and conditions or as an authorized representation about the nature or quality of any goods offered for sale by us. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.