

**1. M Store's Conditions Apply**

Unless otherwise stated in writing by M Store Ltd ("M Store") all quotations and contracts from we the supplier are subject to the following Conditions of Sale which, at all times, override any terms and conditions enquiries made by the purchaser of our goods. Delivery of any goods following a quotation for supply will be made only upon M Store's Conditions. Orders are accepted with the understanding of the Company's Conditions of Sale.

**2. Payment**

The price of the product inclusive of VAT will be the price indicated on the order pages when you placed your order. Prices are checked periodically to ensure accuracy. All payments should be made via our website by MasterCard, Visa and/or Maestro. Unless we agree otherwise in writing, you must pay for Goods prior to the dispatch of the Goods to you by such means as we may notify you of on our website.

**3. Liability**

The following terms apply except in the case of death or personal injury caused by M Store's negligence:

(i) Risk in the goods to the purchaser on delivery and M Store shall not be liable for any loss of, damage to, or deterioration of the goods caused in transit. Also the purchaser will keep M Store fully indemnified against all loss and /or liability arising from such loss, damage, or deterioration.

(ii) If loss, damage or deterioration (other than for death or personal injury) is caused by M Store's negligence, M Store shall only be liable for the invoice value of the goods.

(iii) All conditions and warranties as to the quality and fitness for any particular purpose of the goods supplied (whether statutory or otherwise) are expressly excluded but (without prejudice to such exclusion) every care will be taken to ensure that goods supplied will conform to M Store's standards or to specification (within the limits of reasonable commercial accuracy/tolerance) and if M Store recognises that goods supplied do not conform to its standards or to specification M Store will firstly assess the value of any allowance or replacement which it may agree to make, take into consideration the extent/nature of the defect, the use already made of the goods and any other relevant factor, but M Store's maximum liability will always be limited to the invoice value of the goods.

(iv) M Store accepts no liability for consequential loss or damage to property, which is attributed to the failure of goods supplied (whether or not M Store is the manufacturer of the goods), whether due to accident, abuse, incorrect technical assessment by M Store or its employees/representatives or for any other reason.

**4. Prices**

All prices found in our catalogues, both printed and online, are subject to VAT where applicable. Prices are correct at time of publishing, while online will have more up-to-date alterations and these prices are subject to change without prior notice. The price charged to the customer will be the prevailing price at the time of ordering. If the rate of VAT is amended, we shall change the rate of VAT payable by you accordingly.

**5. Delivery**

Terms and conditions are only applicable in the UK. For delivery outside the UK please contact our Deliveries Department.

M Store will endeavor to meet any delivery date quoted but delivery dates are given and intended as an estimate only and if there are any circumstances whatsoever which prevent or delay delivery, M Store shall not be bound to supply or make delivery of any goods ordered nor shall it be liable for any damage or consequential loss.

Carriage will be stated on invoice

Claims for shortages or damaged goods must be made in writing to M Store within 3 days of receipt.

Claims for non-delivery must be made to M Store within 10 days of date of dispatch shown on invoice.

**6. Product Information**

Whilst M Store has made every effort to ensure that details and information given in our catalogues both printed and on-line are accurate at the time of publication, full technical specifications are not included and furthermore, M Store's policy is one of continuous improvement and the right is reserved to alter details and information as the need arises. Accordingly, the customer should check any details and information they wish to rely on with M Store at the time of purchase. M Store cannot accept liability in respect of any errors or omissions herein contained or for any loss or damage, malfunction or consequential loss arising from reliance upon our catalogues.

**7. M Store disclaimer**

Any products shown in our printed or on-line catalogues do not represent endorsement by M Store of any other products, services or organizations.

**8. Colour Reproduction**

The colour reproductions of the items featured in our printed or on-line catalogues are as accurate as the printing or electronic processes allow.

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We hereby agree to the above terms and conditions.

Signed \_\_\_\_\_ Position \_\_\_\_\_

Name \_\_\_\_\_ Date \_\_\_\_\_

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