



# Terms and Conditions

1. **Definitions:** “Goods” means any goods and/or services provided by the Company as ordered by the Client. “Company” means Matthias Construction Materials SE Ltd. “Client” means the person, firm or company placing an order with the Company.
2. **Application:** These terms and conditions apply to any provision of services or materials by the Company to the Client.
3. **Formation of Contract:** All Goods sold by the Company are sold subject to the Company’s standard terms and conditions (as detailed below) which form part of the Client’s contract with the Company. Terms and conditions on the Client’s order form or other similar document shall not be binding on the Company.
4. **Divisibility of Agreement:** In the event that any term, condition or provision of this Agreement is for any reason rendered void, all remaining terms, conditions and provisions shall remain and continue as valid and enforceable obligations of the parties hereto.
5. **Quotations:** The prices, quantities and delivery time stated in any quotation are not binding on the Company. They are commercial estimates only which the Company will make reasonable efforts to achieve.
6. **Right to subcontract:** The Company shall be entitled to sub-contract all or any part of the work as required.
7. **Timetable:** The Company will use its best endeavours to supply the services or materials to the client within the quoted time, but time will not be of the essence of the contract.
8. **Risk of Loss:** The risk of loss or damage to the Goods shall pass to the Client upon delivery of the Goods.
9. **Payments:**
  - 9.1 All invoices of the Company shall be paid by the Client within thirty days of end of month of the date of invoice (30 Day EOM) unless otherwise agreed in writing by the Company. In the event of late payment, the Company may charge interest on the amount outstanding before and after judgement at the rate of four (4) percent above the Base Rate of HSBC plc in force from time to time from the due date until the date of payment. Alternatively, for invoices unpaid 60 days after the due date, the Company may impose a surcharge equal to 17.5% of the outstanding amount.
  - 9.2 If any amount of the invoice is disputed by the Client the, Client shall inform the Company of the grounds for such dispute within seven days of delivery of the goods and shall pay to the Company the value of the invoice less the disputed amount in accordance with these payment terms.
  - 9.3 Where the Company requires payment of a deposit, the Client acknowledges that the deposit is not returnable.
  - 9.4 All fees are exclusive of value added taxes which will be added to invoices where appropriate.
  - 9.5 The Company reserves the right to increase a quoted fee in the event that the client requests a variation to the work agreed.
10. **Cancellation:** Cancellation of the Order by the Client will only be accepted on condition that any costs, charges and expenses already incurred, including any charges that will be levied by the supplier on account of his expenses, work or cancellation conditions will be reimbursed to the Company forthwith.
11. **Delivery Changes:** A delivery date change MUST be communicated by the Client to the Company before 3pm on the day BEFORE the agreed delivery. Whilst every effort will be made to re-arrange delivery to accommodate these changes, any Client notifications AFTER 3pm on the day prior to delivery will be liable for a Wasted Journey Charge.
12. **Delivery:** Delivery by the Company will be deemed to have taken place when the materials are delivered to site and have been signed for.



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13. **Notice:** All written notices to be served on or given to the client shall be sent or delivered to the client's principal place of business and shall be treated as having been given upon receipt.
14. **Loss or Damage of Materials:** The Company will take all reasonable steps to ensure the protection from loss, damage or destruction of the services or materials it supplies to the Client (or which may be received from the Client).
15. **Usage of the Services or Materials:** The Client shall bear responsibility for ensuring that all materials and services do not contravene any regulations, trade customs and practices or other laws. The Company bears no liability for any omissions or faults in these respects.
16. **Confidentiality:** Both parties shall maintain strict confidence and shall not disclose to any third party any information or material relating to the other or the other's business which comes into that party's possession and shall not use such information and material
17. **Employment of Personnel:** Subject to the prior written consent of the Company the Client shall not induce to employ, whether as an employee, agent, partner or consultant, any employee of the Company directly associated with delivery of the Goods.
18. **Warranty:**
  - 18.1 The Company warrants that it has the right to provide the Goods but otherwise the Goods are provided on an "as-is" basis without warranty of any kind, express or implied, oral or written including, without limitation, the implied conditions of merchantable quality, fitness for purpose and description, all of which are specifically and unreservedly excluded. In particular, but without limitation, no warranty is given that the Goods are suitable for the purposes intended by the Client.
  - 18.2 The Company warrants that the Goods will be supplied using reasonable care and skill.
19. **Limitation of Liability:**
  - 19.1 The Company shall not be liable for any claim arising out of the performance, non-performance, delay in delivery of or defect in the Goods nor for any special, indirect, economic or consequential loss or damage howsoever arising or howsoever caused (including loss of profit or loss of revenue) whether from negligence or otherwise in connection with the supply, functioning or use of the Goods. Any liability of the Company shall in any event be limited to the fees paid by the Client in the year in which the event of default arises.
  - 19.2 Nothing herein shall limit either party's liability for death or personal injury arising from the proven negligence by itself or its employees or agents.
  - 19.3 The Client shall fully indemnify the Company against any liability to third parties arising out of the Client's use of the Goods.
20. **Force Majeure:** The Company will not be liable to the Client for any loss or damage suffered by the Client as a direct result of the Company or its sub-contractors being unable to perform the Contract in the way agreed by reason of cause beyond its control including Act of God, accident, war, riot, lockout, strike, flood, fire, power failure, breakdown of plant or machinery, delay in transit, postal delay, or any other unexpected or exceptional cause or circumstance.
21. **Governing Law:** These Terms of Trading shall be subject to and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

Signed: *Shazna Matthias*

Managing Director, MCM (SE) Limited Date: 2 April 2024