

# Miniature Scale Models LLP

## 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 Miniature Scale Models LLP ("Us"/"We"/"Our") contracts with you ("You"/"Your"/"Yourself") for the sale of the Goods.

In this Agreement, "Goods" means the goods described for sale in Our catalogue, on Our Trade Stand or Our website which We supply to You in accordance with the Conditions.

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

### 1 Order

1.1 Before placing an order You should assess if the product is suitable for the purpose and the environment in which You will use it. To assist you with this, product specifications are available (please also see Condition 5.1 which allows private consumers to assess suitability having received the product). Please note that all of Our products are intended for responsible adults, they are not suitable for children.

1.2 You shall make an order by telephone, in person (at exhibitions), post, email or via Our Website. (Please also refer to Our separate Terms and Conditions in relation to use of Our website).

1.3 All orders which are accepted by Us shall be subject to these Conditions and no contract shall be deemed to be in place until We have formally accepted Your order.

1.4 If an item is out of stock You will be advised within seven days of Us receiving Your order. You will be offered an alternative product if one is available or You may cancel Your order.

### 2 Payment and Prices

2.1 All prices are quoted in pounds Sterling.

2.2 Payment is due before the Goods are dispatched.

2.4 Prices quoted are current at the time of publishing. While every endeavour will be made to maintain them at their present low level We reserve the right to effect changes without prior notice (including, but not limited to, as a result of exchange rate variations).

2.5 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.

2.6 We occasionally issue promotional flyers. Any prices quoted are valid until the promotion date advertised (subject to availability). After expiry of the date advertised or (if earlier) until the maximum availability in respect of the Goods advertised has been reached then future availability will be as advertised in the current catalogue, or on Our website, (subject to Clause 2.4).

2.7 We reserve the right to charge an administration fee (at a minimum of £25 per transaction) in the event that unrepresented payments are received from You.

2.8 We reserve the right at any time to correct clerical omissions and errors.

### 3 Ownership of the Goods

3.1 Ownership of the Goods delivered or to be delivered by Us will only be transferred to You when We have received cash or cleared funds in full payment of all sums owing to Us in respect of the Goods and in respect of any other agreements between You or Us.

3.2 Until payment is made 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 those of any third party where the Goods are stored and repossess the Goods. You will indemnify Us and hold Us harmless against all and any liabilities costs and expenses owing from or in connection with Us exercising Our rights under this Clause 3.3.

3.4 You may be entitled (but only with Our prior written approval) to sell the Goods either in their original state or incorporated into other products acting as Our agents. In these circumstances the title to the Goods shall remain with Us, and You shall remain

Registration Number: OC341696

Registered Offices: 2 Pondfield Cottage, Rookery Lane, Tiptree, Essex. CO5 0NB

# Miniature Scale Models LLP

fully accountable for the proceeds of the sale thereof.

## 4 Delivery

4.1 Once Your payment has been received and the funds have cleared we will endeavour to dispatch goods within seven days. If dispatching to the UK mainland (excluding any area separated by water from the mainland) this will normally be by courier of first class post.

4.2 Freight and handling for deliveries are charged extra which is subject to the couriers own Terms and Conditions. (If you want take out additional insurance, over above any insurance the courier may offer as standard, then please specify when ordering). If the Goods are subject to import duties and/or taxes for overseas orders, these costs will be solely borne by You.

4.3 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.

4.4 When Goods are delivered to You, You should carefully check the couriers documentation and/or the delivery note to ensure that the number of packages due from Us delivered corresponds to the number of packages received from Us as noted on the delivery note. We will not be liable for any non-delivered packages unless such non-delivery has been noted on the couriers documentation (if applicable) and You have notified Us of the same within 48 hours of delivery.

4.5 If You believe that there are shortages in the number of Goods contained in the packages or if any damage has occurred to the Goods in transit, You must report these to Us within two working days of receipt of the Goods and this must be confirmed in writing and any damaged Goods returned to Us, within 14 days of delivery.

## 5 Returns

5.1 If You are a private consumer (as opposed to business user) You may cancel any order made by You via Our website, mail order, e-mail or telephone at any time within 14 days of receipt by You of the Goods - thus allowing you to assess the suitability of the Goods for the purpose that You will use them.

To cancel the order You must notify Us either by e-mail (via the Contact Form on [www.miniaturescalemodels.com](http://www.miniaturescalemodels.com)) or by post (to our Registered Offices, please see the footer of each page). You must return the products (at Your own cost and suitably and securely packaged) in the same condition that they were in when they were dispatched to You and We accept no liability for Goods which are lost or damaged in transit from You. The provisions of this clause 5.1 shall not apply to orders made at exhibitions.

The goods (not any Delivery charge) will be credited within fourteen days.

5.2 Goods which are returned to Us must quote the original invoice number.

5.3 Any returned item lost, damaged or defaced in transit to Us will not be credited. If You have not received an acknowledgement or credit note from Us within 14 days You should notify Us.

5.4 Any returned items must be suitably and packaged with Our name and address.

5.5 Goods can only be returned for credit if unused, complete and in the original packaging unless

5.5.1 there has been a delivery error;

5.5.2 such Goods are returned in response to a product or batch recall;

5.5.3 such Goods are damaged or faulty;

5.6 Subject to conditions 5.1 to 5.5 above, We will give credit of a sum equal to the price paid by You for the Goods for:

5.6.1 Items returned to and received by Us in a re-saleable condition provided they are received within 30 days of invoice date.

5.6.2 Any item received damaged, or unusable provided We are notified and the item is returned according to condition 4.5.

5.7 If, at Our sole discretion and with no obligation on Us to do so, we agree to the return of saleable Goods to Us after 14 days from the invoice date, We reserve the right to levy a handling charge normally of, but not limited to, 25% of the invoice value for such Goods.

5.8 We reserved the right to charge carriage on returns where collection is arranged by Us unless

5.8.1 there has been a delivery error;

5.8.2 such Goods are returned in response to a product or batch recall;

Registration Number: OC341696

Registered Offices: 2 Pondfield Cottage, Rookery Lane, Tiptree, Essex. CO5 0NB

# Miniature Scale Models LLP

5.8.3 such Goods are damaged or faulty;

5.9 In all cases where the Goods are returned You must quote the Invoice Number.

5.10 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.

5.11 Order Cancellation

Subject to 5.1, an order can only be cancelled at Our discretion.

## 6 Copyrights and Patents

6.1 Goods and material contained in Our website and Our catalogue may be the subject of patents, copyright, design, trade mark or other intellectual property rights belonging to Us and/or to third parties. We do not grant nor purport to grant to You any licence, 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 Your infringement of any third party rights.

6.2 Reproduction in part or whole of Our catalogue or Our Website or of any of Our intellectual property rights without Our prior written consent is strictly prohibited.

## 7 Limitation of liability

7.1 Subject to clauses 7.3 and 7.4 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 or limited 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 judgement in selecting the Goods.

7.2 Subject to clauses 7.3 and 7.4 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.

7.3 Clauses 7.1 and 7.2 do not apply where You deal as a Consumer to the extent that such exclusions or limitations are not permitted by law.

7.4 Nothing in these Conditions shall limit Our liability in respect of death or personal injury caused by Our own negligence.

7.5 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.

## 8 Commercial Tolerances

8.1 Dimensions and other physical characteristics of the Goods are subject to normal commercial tolerances.

## 9 Miscellaneous

9.1 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 catalogue or on Our website, without prior notice, as part of Our continuous process of product and service improvement, or to improve product availability. The information contained in Our catalogue or on Our website is correct to the best of Our knowledge at time of going to press. All images are used for illustration purposes only.

9.2 If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or part the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected.

9.3 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.

9.4 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.

Registration Number: OC341696

Registered Offices: 2 Pondfield Cottage, Rookery Lane, Tiptree, Essex. CO5 0NB

# Miniature Scale Models LLP

9.5 Business users may only supply/sale products within their Distribution area, which will be agreed in writing before the first order.

9.7 No delay, neglect or forbearance on Our part in enforcing its rights against You shall be construed as a waiver or in any way prejudice any of its rights hereunder.

9.8 This Agreement shall be governed by and construed in accordance with the laws of England and Wales whose courts shall have non-exclusive jurisdiction in connection with any dispute arising out of or in connection with it and to which jurisdiction You irrevocably submit.

Registration Number: OC341696

Registered Offices: 2 Pondfield Cottage, Rookery Lane, Tiptree, Essex. CO5 0NB