

STANDARD TERMS AND CONDITIONS OF SALE

1 BASIS OF SALE

- 1.1 MTCS shall supply the Customer (individual, company or organization) who shall purchase the Goods and/or Services in accordance with any written quotation of MTCS, or any contract signed between the two parties, or any written order of the Customer which is accepted by MTCS on and subject to these Conditions which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Customer.
- 1.2 Acceptance of a quotation issued by MTCS will constitute acceptance of our terms and conditions.

2 ORDERS AND SPECIFICATIONS

- 2.1 No order submitted by the Customer shall be deemed to be accepted by MTCS unless and until confirmed in writing by MTCS authorised representative.
- 2.2 The Customer shall be responsible to MTCS for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Customer, and for giving MTCS any necessary information relating to the Goods and/or the Services within a sufficient time to enable MTCS to perform the Contract in accordance with its terms.
- 2.3 The quantity, quality and description of and specification for the Goods and description of and any specification for the Services shall be those set out in MTCSs quotation (if accepted by the Customer) or the Customer's order (if accepted by MTCS).
- 2.4 No order that has been accepted by MTCS may be subsequently cancelled by the Customer, except with the agreement in writing of MTCS and in accordance with section 7. In the event of cancellation the Customer shall indemnify MTCS in accordance with MTCS policy.
- 2.5 An order for goods or services will be deemed accepted by the customer (and subject to the terms and conditions of this contract) on either written acceptance of the proposal for services and quotation provided by MTCS or payment, in full or in part.

3 QUOTATION

- 3.1 All quotations are valid for 30 days only or until earlier acceptance by the Customer.
- 3.2 MTCS reserves the right, by giving notice to the Customer at any time before delivery, to increase the quotation to reflect any increase in the cost to MTCS which is due to any factor beyond the control of MTCS (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities, description of or specifications for the Goods and/or the Services which are requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give MTCS adequate information or instructions.
- 3.3 Except as otherwise stated under the terms of any quotation, and unless otherwise agreed in writing between the Customer and MTCS, all quotations are given by MTCS are for delivery at MTCS premises, and where MTCS agrees to deliver the Goods otherwise than at MTCS premises, the Customer shall be liable to pay MTCS charges for transport, travel, accommodation, subsistence, special packaging and insurance, all of which will be re-charged at cost plus 15%. Travel by car is charged on mileage at £0.55/mile.
- 3.4 The quotation is exclusive of any applicable value added tax, which the Customer, if liable under UK and EU law, shall be additionally liable to pay to MTCS.

4 PAYMENT

- 4.1 MTCS quote and invoice in pound sterling and payment from the customer must be made in pound sterling. Payment is required in full and one month prior to commencement in order to guarantee training dates and for each consignment of goods and/or supply of the services on placement of order, unless otherwise agreed by the parties in writing.
- 4.2 Existing clients who hold an agreed account to receive training, services and goods from MTCS, may at the sole discretion of MTCS order training, assessment, goods and associated services whereby payment is required 30 Days after the issue of an invoice by MTCS. This is generally not applicable to the delivery of training outside the UK which requires pre booked travel and accommodation.
- 4.3 MTCS reserve the right to request a deposit payment of 20% of the total quotation, which will be agreed in writing by the customer and MTCS, and will constitute acceptance of the order.
- 4.4 If any payment to be made by the Customer to MTCS is overdue, MTCS reserve the right to charge interest, computed daily at an annual rate of 4% above the National Westminster Bank Limited Base Rate, until the sum due is paid.
- 4.5 Where any sum owed by the Customer to MTCS under this or any other contract is overdue, or if at any time the credit standing of the Customer has in the opinion of MTCS, been impaired for any other reason, MTCS may withhold any deliveries of Goods/Services due to be made and/or refuse to continue work under this Contract until arrangements as to payment or credit have been established which are satisfactory to MTCS.
- 4.6 In the event that such default continues for longer than 30 days MTCS shall be entitled but not bound (without prejudice to any other rights that they may have in respect thereof) to terminate this Contract forthwith and to dispose of any Goods that have been appropriated by MTCS to this Contract.
- 4.7 MTCS reserve the right to request a 20% surcharge for goods/services requested by the customer for delivery within a 7-day notice period.

5 DELIVERY OF GOODS

- 5.1 At the Customer's written request and expense, MTCS will arrange for transport of the Goods to the Customer's premises and arrange insurance of the Goods whilst in transit. All charges for transport, special packaging and for insurance of the Goods in transit are payable by the Customer, at cost plus 15%, in addition to the quoted price unless specified in the quote.

6 FORCE MAJEURE

- 6.1 Neither party shall be liable for any loss or damage caused by delay in the performance or non-performance of any of its obligations hereunder where the same is occasioned by any cause whatsoever that is beyond its control including but not limited to an act of God, war, civil disturbance, requisitioning, governmental or parliamentary restrictions, prohibitions or enactments of any kind, import or export regulations, strike lock-out or trade dispute (whether involving its own employees or those of any other person), difficulties in obtaining workmen or materials, breakdown of machinery, fire or accident

7 CANCELLATION

- 7.1 In the event of cancellation by the Client, the following charges will apply in addition to any costs incurred by MTCS, depending on notice given to MTCS:
20% of quoted price if more than 4 weeks (28 days) notice is given
100% of quoted price if less than 4 weeks (28 Days) notice is given
- 7.2 In the event of postponement, MTCS will endeavour to find a mutually agreeable date for delivery within 6 months. In the event that parties are unable to agree a suitable date within that period the above cancellation charges will apply if originally postponed by the client.
- 7.3 All assessment, verification and distance learning packages purchased from MTCS must be completed within 12 months of purchase