



To: Clients of MOSFERICS LTD

From: Vincent Marmion, Director

Subject: Conditions of Sale

Date: 1, Sept, 2020

We are delighted to welcome you to our growing list of satisfied clients. We are sure that you will soon experience the small things that we do that will make a big difference for you. This is because we are a client-led retail service, formed specifically to align with the thriving independent bar and restaurant scene. Such establishments are part of the fabric of cities like Manchester, and by being true to our core principles we are flourishing in partnership with these local businesses.

CORE PRINCIPLES:

- (i) Providing you with a personal point of contact,
 - (ii) Being part of your local business community,
 - (iii) Reflecting your back-of-house by knowing your front,
 - (iv) Adapting our stock to your current wants,
 - (v) Responding to your unforeseen last minute needs,
 - (vi) Remaining ahead of the curve for product trends,
 - (vii) Maintaining low overheads for low prices,
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OPENING: We are an independent business supplying mostly independent businesses, so whilst we ask that you contact us, any day, between 10am and 5pm, the reality is, if you are open, we will endeavour to take your call.

STOCK: Whilst we hold a stock that reflects the products that our clients frequently use, we are not a shop, instead, we tend towards a Just in Time stock model where you order, we source and provide. This keeps our costs and therefore our prices as low as possible, it also gives us the flexibility to source almost anything for you - and we do like a challenge.

ORDERING & DELIVERY: Simply complete the digital or paper version of the form we send you and return it to us. Whilst orders for popular items, received by midday (Monday to Friday), can be delivered the next working day. We recommend allowing a for a two-day order time. Got an emergency, give us a call we are industry insiders, we get it. We have been known to do some late night deliveries. Standard free delivery is available Tuesday to Friday. Dependent on stock we can

deliver popular items at the weekend subject to a carriage charge of 5.95 ex VAT. Our minimum order value is 50. For orders below this amount we apply a discretionary charge of 5.95 ex VAT.

PRICES: Every client has different needs, so once we know the types and quantities of the products you want, we will then send you a bespoke price sheet. Until then, a small selection of products (prices are pre our substantial client discount) can be viewed online at mosferics.com, or via our specialist barware supplier Beaumont. Alternatively, we source from, Utopia Tableware, Steelite International Tableware, Artis Tableware, Churchill Tableware and Continental Chef Supplies. Cant find what you are looking for just talk to us. Looking for samples just talk to us.

PAYMENTS: Invoices raised on receipt of order. Payment is via BACS, PayPal or cash on delivery. Any queries send us an email to sales@mosferics.com.

All dealings including all quotations and any other order placed following such quotation are subject to the following conditions of sale.

A - Reference

- (i) MOSFERICS is herein referred to as "the Company"
- (ii) MOSFERICS trading number is 10318797
- (iii) You the client will herein referred to as "the Customer".

B - Order Acceptance

- (i) The Company reserves the right to refuse any order, including subsequent to the sending of an order acknowledgement email.

C - Prices

- (i) All prices quoted are current, however, we reserve the right to make adjustments or change at any time. Unless otherwise stated, all prices are exclusive of VAT.

D - Payment

- (i) Unless prior agreement, before shipment can be made, all monies must be received, and deemed as cleared funds, for the total order value including any carriage charges.
- (ii) The Company only accepts BACS transfer or cash.

E - Delivery and Returns

- (i) Contact **sales@mosferics.com** regarding any delivery, return or quality issues.
- (ii) Delivery periods and dates are given in good faith, they are not subject to warranty or condition.
- (iii) The Company does not accept any liability if delivery periods or dates are not met.
- (iv) Non delivery must be advised within two days, and in writing within seven days, to enable us to claim from the carrier.
- (v) Any shortage or damage on delivery must be reported to us immediately and confirmed in writing within three days.
- (vi) Any items can be returned and a full refund or exchange provided, subject to the goods being returned in full resalable condition.

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- (vii) Returns must be notified within seven days of receipt.
 - (viii) Please note that there may be a collection charge for any items returned.

F - *Warranty*

- (i) The Company warrants that all goods supplied will meet the sale specification.
- (ii) The Company's obligation in any breach of this warranty is limited to the replacement of defective goods, which shall be returned to the Company by the Customer.
- (iii) This warranty is given in lieu of all other warranties or conditions expressed or implied (whether by statute or otherwise) and is subject to additional conditions:
 - (a) Claims must be notified in writing to the Company within seven days from the date of delivery.
 - (b) The Company shall be under no liability if the defect or failure, in the reasonable opinion of the Company, arises from wilful damage or misuse, negligence by the Customer or any third party.
 - (c) The Company shall be under no liability if the price for the goods has not been paid prior to shipment.
 - (d) Except in the case of death or personal injury caused by the Company's negligence, the Company shall not be liable for any consequential loss or damage (whether for loss of profit or otherwise) or other claims for consequential compensation.
 - (e) A charge of whichever is the greater, 20% of the goods or £10, will apply to any orders returned having been ordered in error.

G - *Risk*

- (i) The risk in the goods shall pass to the Customer on delivery to the Customer or (if earlier) when possession of the goods is taken by a carrier for delivery to the Customer.

H - *Force Majeure*

- (i) If the delay or failure was due to force majeure or to any other cause beyond the Company's reasonable control; the Company shall not be liable to the Customer, or deemed to be in breach of any contract with the Customer, by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the goods.

I - *Reservation of Title*

- (i) The goods sold under these Conditions shall remain the absolute property of the Company and legal title in the goods shall remain vested in the Company until payment in full of all amounts invoiced or due to the Company in respect of the Goods, or until the goods are resold by the Customer, whichever shall first occur.
- (ii) If the Customer shall enter into liquidation, have a winding-up order made against it, or have a receiver, administrator or administrative receiver appointed over its assets, income or any part thereof before the property in the Goods has passed in accordance with this condition, the Company shall be entitled, immediately after giving notice of its intention to repossess the goods, to enter upon the premises of the Customer with such transport as may be necessary and to repossess any Goods to which it has title under this condition.

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- (iii) No liquidator, receiver, administrator administrative receiver of the Customer shall have authority to sell goods to which the Company has title without the prior written consent of the Company.
 - (iv) The Company shall be entitled to maintain an action for the price of the goods notwithstanding that title in them has not passed to the Customer.
 - (v) The Customer shall not be entitled to pledge or charge, by way of security for any indebtedness, any of the goods which remain the property of the Company, but, if the Customer does so, all moneys owing by the Customer to the Company shall (without prejudice to any other right or remedy of the reseller) forthwith become due and payable.

J - Transfer of Title

- (i) Until such time as the property and legal title to the Goods passes to the Customer, the Customer shall hold the Goods as the Company's fiduciary agent and bailiff,
- (ii) Until such time, the Customer shall keep the Goods separate from those of the Customer and third parties and properly stored, protected, insured and identified as the Company's property.
- (iii) Until that time, the Customer shall be entitled to resell or use the Goods in ordinary course of its business, but shall account to the Company for the proceeds of sales of the Goods, including insurance proceeds, and shall keep all such proceeds separate from any moneys of the Customer and of third parties.

K - Insolvency of Customer

- (i) If the Customer, being a body corporate, shall pass a resolution or suffer an order of the Court to be made for winding-up, or if a receiver, administrator or administrative receiver shall be appointed or, being an individual or partnership, shall suspend payment, propose or enter into any composition or arrangement with his or their creditors, or have a bankruptcy order made against him or them, then the Company shall have the right, without prejudice to any other contract with the Customer, not to proceed further with the contract, and shall be entitled to charge for work already carried out (whether completed or not) and for goods and materials already purchased for the Customer, such charge to be an immediate debt due from the Customer.

L - Applicable Law

- (i) These conditions shall be governed by and construed in accordance with English Law and the parties acknowledge the exclusive jurisdiction of the English Courts.

Vincent Marmion, Director