

Media Matters Technology Ltd

Terms and Conditions



1. General

All goods supplied by Media Matters Technology Limited are subject to the following terms and conditions of sale. The waiver by us on any given conditions shall only act as a waiver on that occasion. The waiver of any conditions on any occasions shall not affect our right to enforce our terms and conditions at any time. Media Matters Technology Limited shall not be liable for any failure to perform its obligation where such failure is due to any cause beyond reasonable control. Media Matters Technology Limited will not be held responsible for consequential or inconsequential loss howsoever caused. The description of goods given by Media Matters Technology Limited is given by way of identification and may change without notice at any time. Media Matters Technology Limited will hereafter be referred to as the Company.

2. Prices

All goods will be invoiced at the price quoted. Packaging/delivery or insurance charges, if applicable, are extra. No discounts shall apply unless previously agreed by the Company. .

3. Payment Terms

The Company shall, as stated on the invoice, submit the terms of payment. For example; 30 days, C.O.D. etc. The method of payment will be at the discretion of the Company. We reserve the right to refuse to establish a credit account for any Buyer. It is at the discretion of the Company to refuse or withdraw any credit facilities to any Buyer who has an established credit account. Payments made by credit card may be subject to a surcharge.

4. Warranty

Any warranty given by the Company will commence from, and include, the delivery date or invoice date, whichever is earlier. The warranty terms shall be 12 months unless otherwise stated. Any warranty given is an R.T.B. (Return To Base) warranty i.e. The Customer is responsible for any shipping costs. The Company shall not accept charges for shipping costs incurred by the customer. A 15% re-stocking fee will apply to goods that are returned and found to be NFF and on cancelled orders if shipped before notifying The Company of the cancellation

5. Value added Tax

All prices quoted are exclusive of V AT: The appropriate charge rate of VAT will be as stated on the submitted invoice.

6. Defective Goods

If any goods become faulty or defective during the warranty period The Company will either exchange/repair the goods or refund the price, at our discretion, providing the Buyer notifies us within the given period.

7. Damages or Shortage of Delivery

Claims for damages or shortage of delivery must be reported to the Company within 48 hours of receipt. After this time we shall not be liable for any such claims.

8. Return of Goods

Any Company or persons returning goods to The Company must obtain an RMA number (Returned Materials Authorisation Number) from the Company and follow the correct procedures. Written procedures and criteria are available on request. Original packaging will be required. If original packaging is not available, goods must be sufficiently protected using an anti-static bag and adequately packed, using either foam or other suitable materials inside cardboard boxing. The Company reserves the right to reject any RMA that does not have sufficient packaging.

9. Ownership

All goods shall remain the property of the Company until full payment for the said goods is received. Until the buyer makes payment he shall keep the goods in his possession and not remove, sell or dispose of the goods without our consent. The Buyer shall become the Bailee of the goods and the legal title of ownership shall not pass onto the Buyer until full payment is received.

10. Dispatch

Any products collected from The Company by the buyers own courier or collection service shall be deemed "as delivered" by the Company and become the liability of the customer from the point of collection. Where the Buyer either, refuses to accept the goods at the time of delivery or returns the goods without just cause, they shall be deemed to be in breach of contract and The Company shall be entitled to treat the order as cancelled by the Buyer. The terms and conditions under Cancellation will then apply. Time quoted for delivery of goods is given as an estimate only. Delivery may be postponed for conditions beyond the control of the Company. Therefore, the Company shall not be liable for any penalty for delay in delivery of orders.

11. Cancellation

Should any customer cancel an order placed with the Company they will be liable for any non-recoverable costs incurred. Any cancellation must be submitted in writing within 48 hours of the original order being placed or the cancellation shall be considered void.

12. Use of Goods

The Buyer must acknowledge that they are responsible for detailing the correct specification of the product ordered. The Buyer is responsible for ascertaining the use of the product to which they will be put to use and for determining their ability to function. We shall accept no liability for any advice given by us to the Buyer relating to its requirements in respect of any products.

13. Law

English Law shall govern these conditions of sale and the English courts shall have jurisdiction in the relation thereto.

Registered in England & Wales. Company No. 5013221