

Terms and Conditions of Sale

1 **Definitions**

1.1 When the following words with capital letters are used in these Terms (including the Appendix to these Terms), this is what they will mean:

1.1.1 **Bespoke Products:** any Products made to your specific requirements, for example Products made in a non-standard colour chosen by you;

1.1.2 **Event Outside Our Control:** is defined in clause 15.2;

1.1.3 **Order:** an order for the Products placed by you, whether by telephone, email or fax or in person at the trade/retail counter located at Our Premises;

1.1.4 **Premises:** 2 Folly Lane, St Philips, Bristol, BS2 0RH;

1.1.5 **Products:** the products that We are selling to you as included in an Order;

1.1.6 **Terms:** the terms and conditions set out in this document (together with any special written conditions agreed in writing by Us);

1.1.7 **We/Our/Us:** Matrix Composite Materials Company Limited, a company registered in England and Wales with company number 03448185 and whose registered office is at 2 Folly Lane, St Philips, Bristol, BS2 0RH; and

1.1.8 **Working Day:** a day other than a Saturday, Sunday or bank or public holiday in England and Wales.

1.2 When We use the words "writing" or "written" in these Terms, this will include email unless We say otherwise.

2 **Our contract with you**

2.1 These are the legal terms and conditions on which We supply Products to you.

2.2 Please ensure that you read these Terms carefully and understand them as they will apply to your purchase of any of Our Products (to the exclusion of any other terms and conditions, including any terms and conditions issued by you).

2.3 If you refuse to accept these Terms, please do not order any Products from Us (or, if you are a consumer and the Products have already been delivered to you, please exercise your right of return and refund under clause 16). If you think that there is a mistake, please contact Us to discuss. We will confirm any changes in writing to you to avoid any confusion between you and Us.

2.4 These Terms supersede any previous terms and conditions which We may have issued to you. We may amend these Terms from time to time and, if We do, We will publish the amended version on Our website and will notify you of, or provide you with a copy of, the amended Terms the next time you place an Order with Us. Any Order already placed by you and confirmed by Us at the time

We amend these Terms will continue to be governed by the Terms in place at the time the Order was confirmed by Us.

- 2.5 When you place an Order with Us, this does not mean that your Order has been accepted. Our acceptance of your Order will take place as described in clause 2.6. If We are unable to supply you with a Product, for example because that Product is not in stock or no longer available, We will inform you of this as soon as possible, and We will not process your Order. If you have already paid for the Products, We will refund you the full amount as soon as possible.
- 2.6 These Terms will become binding on you and Us when We confirm to you that We are able to provide you with the Products, at which point a contract will come into existence between you and Us relating to the supply of those Products. Each Order placed by you and confirmed by Us shall constitute a separate contract governed by these Terms.
- 2.7 If any of these Terms conflict with any term of an Order, the Order will take priority.
- 2.8 We shall assign an order number to each Order and will inform you of it when We confirm the Order to you. Please quote the order number in all subsequent correspondence with Us relating to that Order.
- 2.9 Any images of the Products on Our website or in Our catalogues or brochures are for illustrative purposes only. Although We have made every effort to display the colour of Products accurately, We cannot guarantee that your computer's display of the colours or any printed pictures accurately reflect the colour of the Products. Your Products may vary slightly from those images.
- 2.10 The packaging of the Products may vary from that shown on images on Our website or in Our catalogues or brochures.
- 2.11 Any samples, descriptive matter or advertising produced by Us and any product data sheets and material safety data sheets contained on Our website or in Our catalogues or brochures or otherwise provided by Us are produced for the sole purpose of giving an approximate idea of the Products described in them and how to use them safely. They shall not form part of the contract between us or have any contractual force.
- 2.12 We may give you free oral advice and/or practical training in relation to the storage, handling, use, processing and application of the Products, which may include advice or instruction given to Us by the manufacturer of the Products. You acknowledge and agree that any such advice and/or training is given for guidance purposes only and that it is your sole responsibility to ensure that the Products are suitable for your purposes and used in accordance with the manufacturer's instructions and specifications, including carrying out any tests necessary to ascertain the suitability of the Products for the application for which they are intended. You further acknowledge and agree that We shall have no liability to you or any other party if you fail to follow the manufacturer's instructions and specifications or misinterpret or ignore any advice and/or training given by Us.
- 2.13 By purchasing from Us, you acknowledge that you and any of your employees, contractors, agents or representatives involved in the collection and/or use of the Products are aware of all health and safety requirements pertaining to the Products and their storage, handling, processing and application.

3 If you are a consumer

This clause 3 only applies if you are a consumer.

- 3.1 Certain Products on Our website or in Our catalogues or brochures can only be purchased if you satisfy the legal age requirement for that Product. We are not allowed by law to supply these Products to you if you do not satisfy these age requirements. If you are underage, please do not attempt to order these Products.
- 3.2 If you are a consumer, you have legal rights in relation to Products that are defective or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. These legal rights are not affected by the returns policy in clause 16 or these Terms.

4 If you are a business customer (including an approved distributor)

This clause 4 only applies if you are a business customer (including an approved distributor).

- 4.1 If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you are purchasing Products from Us.
- 4.2 These Terms, together with any document expressly referred to in them, constitute the entire agreement between you and Us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of Us which is not set out in these Terms or any document expressly referred to in them.

5 If you are an approved distributor

If you wish to purchase Products for re-sale purposes as an approved distributor, you may only do so with Our express written approval. If you are an approved distributor, Our supply of Products to you will be subject to both these Terms and the additional terms and conditions set out in the Appendix to these Terms.

6 Changes to Order

- 6.1 You may make a change to an Order at any time before We despatch the Products (or you collect them from Us) by contacting Us, except in the case of Bespoke Products. Where this means a change in the total price of the Products, We will notify you of the amended price.
- 6.2 If you are a consumer and wish to cancel an Order before it has been fulfilled, please see your right to do so in clause 16. In the case of Bespoke Products, unfortunately, because these Products are made to your specific requirements, you will not be able to cancel an Order once it is made.

7 Bespoke Products

- 7.1 In the case of Bespoke Products, these will be made according to the specific requirements you provide to Us.

- 7.2 Please make sure that any specification you give Us is correct and accurate. Unfortunately, We cannot accept the return of any Bespoke Products if the reason for the return is because you provided Us with incorrect information regarding the specification or you simply change your mind. However, if you are a consumer, this will not affect your legal rights in relation to Bespoke Products that are defective or not as described. Advice about your legal rights is available at your local Citizen's Advice Bureau or Trading Standards office.

8 Delivery of Products

- 8.1 If you choose Our standard delivery service, We will aim to deliver the Products to you within two to three Working Days of Us confirming the Order to you (unless delivery is to an address outside the UK, in which case clause 9 will apply). We also offer a premium next Working Day delivery service. The time of delivery is, in each case, subject to availability of the relevant Products and you acknowledge that We may need to order in Products that you have ordered.
- 8.2 Please note that timescales for delivery and delivery charges will vary depending on the availability of the Products and your address. Please allow for extra time for deliveries to the Scottish Highlands and Islands, the Isle of Wight, the Isle of Man and other remote areas.
- 8.3 We will provide you with an estimated delivery date and We cannot accept any liability to you if delivery takes place on a date other than the estimated delivery date or if delivery is delayed by your failure to provide Us with adequate delivery instructions or any other instructions that are relevant to the delivery of the Products. Occasionally, Our delivery to you may be affected by an Event Outside Our Control. See clause 15 for Our responsibilities when this happens.
- 8.4 If you have placed your Order in person at the trade/retail counter located at Our Premises, you may collect the Products from Our Premises at the time of placing your Order if the Products are in stock. If they are not in stock, you can collect the Products from Us at any time during Our working hours of 8:30 a.m. to 5:00 p.m. on Working Days following notification from Us that the Products are ready for collection.
- 8.5 Delivery of an Order shall be completed when We deliver the Products to the address you gave Us or you collect them from Us.
- 8.6 If no one is available at your address to take delivery and sign for the Products, We or Our appointed courier (as applicable) will leave you a note that the Products have been returned to Our Premises or the premises of Our appointed courier, in which case, please contact Us or Our appointed courier (as instructed on the note) to rearrange delivery. You acknowledge that, if delivery was attempted (but not able to be made) on the delivery date notified to you, you may be liable for the cost of re-delivery.
- 8.7 If We are not able to deliver the whole of the Order at one time due to operational reasons or shortage of stock, We will deliver the Order in instalments. We will not charge you extra delivery costs for this. However, if you ask Us to deliver the Order in instalments, We may charge you extra delivery costs. Each instalment shall constitute a separate contract between us governed by these Terms. If We are late delivering an instalment or one instalment is defective, that will not entitle you to cancel any other instalment.

9 **International delivery**

- 9.1 We will, subject to prior agreement with you, deliver to countries outside the UK (**International Delivery Destinations**). However, there are restrictions on the import of some Products into certain International Delivery Destinations which may mean that delivery of the Products into your chosen International Delivery Destination is not possible, so please ensure that you are aware of any such restrictions before ordering Products.
- 9.2 If you order Products for delivery to an International Delivery Destination, your Order may be subject to customs, excise and import duties and taxes, clearance charges and other amounts payable in connection with import of the Products into the International Delivery Destination which are applied when the delivery reaches that destination. Please note that We have no control over these charges and We cannot predict their amount.
- 9.3 You will be responsible for payment of any such duties, taxes and charges as referred to in clause 9.2. Please contact your local customs office for further information before placing your Order.
- 9.4 You must comply with all applicable laws and regulations of the country for which the Products are destined. We will not be liable or responsible if you break any such law.

10 **Responsibility and Ownership**

- 10.1 The Products will be your responsibility from the completion of delivery.
- 10.2 You will own the Products when:
- 10.2.1 We have received (in cash or cleared funds) payment in full, including all applicable packaging and delivery charges, of all sums due to Us in respect of the Products and all other sums which are or become due to Us in respect of any and all other products supplied by Us to you; or
- 10.2.2 if earlier, you use the Products in a manufacturing or other process which involves the Products ceasing to exist as separate products in the state in which they were delivered to you and becoming inextricably mixed or amalgamated with other products. If payments received from you are not stated to refer to a particular invoice, We may apply such payments to any outstanding invoice.
- 10.3 Until ownership of the Products passes to you, you will hold the Products on Our behalf and must not alter or remove any identifying marks placed on the Products by Us. Any such Products shall be properly stored separately from other products or items in your possession or control and clearly identified as Our property.
- 10.4 Until ownership of the Products passes to you, We shall be entitled at Our absolute discretion to retake, sell or otherwise deal with or dispose of all or any of the Products in which ownership remains with Us and (provided that the Products are still in existence and, if you are an approved distributor, have not been resold) We shall be entitled at any time to require you immediately to deliver up the Products to Us. We or Our personnel may at any time without notice enter your premises (or any premises where We reasonably believe the

Products to be stored) either to repossess the Products if you fail to deliver them up or to verify that you are complying with clause 9103.

10.5 If you are an approved distributor, you may resell the Products in the ordinary course of your business (and We hereby give you the right to pass title to such Products to your buyer), provided that you shall:

10.5.1 deal as principle when making any such sale; and

10.5.2 without prejudice to your obligation to pay Us the full price for the Products, account to Us for that part of the sale proceeds of the Products which is equivalent to the price invoiced by Us to you (excluding VAT), and shall hold such sale proceeds on trust for Us and shall ensure that the same are clearly identified as being held for Us.

11 **Our warranty for the Products**

11.1 We may provide a warranty for certain of the Products that, on delivery or collection (as applicable) and for a certain period thereafter (as notified by us on a Product by Product basis), they shall be free from material defects. However, this warranty does not apply in the circumstances described in clause 11.2.

11.2 The warranty in clause 11.1 does not apply to any defect in the Products arising from:

11.2.1 wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party; or

11.2.2 if you fail to use the Products in accordance with the user instructions or any other instructions, guidance or advice given by Us or by the manufacturer of the Products.

11.3 If you are a consumer, any warranty provided is in addition to your legal rights in relation to Products that are defective or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

12 **Price and payment**

12.1 The prices of the Products will be set out in Our price list in force as at the date of the Order (unless a different price has been agreed by you and Us). Our prices may change at any time, but price changes will not affect Orders that We have confirmed to you or any price that We have quoted to you (any such quotation being valid for a period of 30 days).

12.2 The prices of the Products exclude VAT which shall (if required) be payable by you at the applicable rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your Order and the date of delivery or collection (as the case may be), We will adjust the rate of VAT that you pay, unless you have already paid for the Products in full before the change in the rate of VAT takes effect.

12.3 The prices of the Products exclude packaging and delivery costs, which will be added to the total amount due and will be calculated according to the place of delivery and the delivery service selected by you.

- 12.4 It is always possible that, despite Our best efforts, some of the prices of the Products, as set out in Our price list, may be incorrect. We will normally check prices as part of Our despatch procedures so that, if a Product's correct price is less than the price stated on Our price list, We will charge the lower amount when dispatching the Products to you. If a Product's correct price is higher than the price stated on Our price list, We will contact you to inform you of this error and We will give you the option of continuing to purchase the Products at the correct price or cancelling your Order. We will not process your Order until We have your instructions. If We are unable to contact you using the contact details you provided when you placed the Order, We will treat the Order as cancelled. Please note that, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, We do not have to provide the Products to you at the incorrect (lower) price.
- 12.5 Subject to clause 12.6 and unless otherwise agreed by Us, payment for Products and all applicable packaging and delivery charges must be made at the time you place your Order. For Orders placed by telephone, email or fax, payment must be made by credit or debit card and, for these purposes, We accept payment with MasterCard, Switch, Delta, Maestro, Visa and Solo. For Orders placed in person at the trade/retail counter located at Our Premises, We also accept payment in cash or by cheque. If you pay by credit or debit card, We will not charge your credit or debit card until We despatch the Products to you or you collect them from Us.
- 12.6 We may offer certain customers the option to open a business account with Us. If you apply to open a business account, your application will be subject to Us carrying out various checks as to your creditworthiness. If your application to open a business account is accepted, We will set a limit on the total amount which may be outstanding as unpaid on such account at any one time. Invoices for business accounts will be issued on each occasion a purchase of Products is made under that account. We will issue you with a statement by post or email within five Working Days following the end of each month (or, if earlier, when your credit limit is reached or exceeded) setting out the Products purchased during that month and the total amount due in respect of those Products. Settlement of all invoices included in that statement is due in full by the last Working Day of the month following the month to which the statement relates (the **Due Date**) and can be made by BACS transfer, by cheque or in cash. Partial settlement of invoices is acceptable, provided that all amounts set out in each monthly statement are settled in full by the Due Date. We reserve the right to suspend your account with Us in Our absolute discretion if you fail to pay any amount due by the Due Date or if you exceed your credit limit.
- 12.7 If you do not make any payment due to Us by the due date for payment, We may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of HSBC Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount.
- 12.8 However, if you dispute an invoice in good faith and contact Us to let Us know promptly after you have received an invoice that you dispute it, clause 12.7 will not apply to the disputed part of the invoice for the period of the dispute.

13 Our liability to you if you are a consumer

This clause 13 only applies if you are a consumer.

- 13.1 If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of these Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of Our breach or if it was contemplated by you and Us at the time We entered into this contract.
- 13.2 You agree only to use the Products for domestic and private use and not to use the Products for any commercial, business or re-sale purposes, and We have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.
- 13.3 We do not in any way exclude or limit Our liability for:
- 13.3.1 death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
 - 13.3.2 fraud or fraudulent misrepresentation;
 - 13.3.3 any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
 - 13.3.4 any breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples);
 - 13.3.5 defective products under the Consumer Protection Act 1987; or
 - 13.3.6 any matter in respect of which it would be unlawful for Us to exclude or restrict liability.

14 Our liability to you if you are a business customer (including an approved distributor)

This clause 14 only applies if you are a business customer (including an approved distributor).

- 14.1 We only supply the Products for use by you in the course of your business, and you agree not to use the Products for any re-sale purposes unless you are an approved distributor (in which case you may re-sell the Products to your customers in the ordinary course of your business).
- 14.2 Nothing in these Terms limits or excludes Our liability for:
- 14.2.1 death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
 - 14.2.2 fraud or fraudulent misrepresentation;
 - 14.2.3 any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);

- 14.2.4 defective products under the Consumer Protection Act 1987; or
- 14.2.5 any matter in respect of which it would be unlawful for Us to exclude or restrict liability.
- 14.3 Subject to clause 14.2, We will under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with this contract for:
 - 14.3.1 any loss of profits, sales, business or revenue;
 - 14.3.2 loss or corruption of data, information or software;
 - 14.3.3 loss of business opportunity;
 - 14.3.4 loss of anticipated savings;
 - 14.3.5 loss of goodwill; or
 - 14.3.6 any indirect, special or consequential loss of any kind.
- 14.4 Subject to clauses 14.2 and 14.3 , Our total liability to you in respect of all other losses arising under or in connection with each Order placed by you and confirmed by Us and the contract between us relating to such Order, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall in no circumstances exceed 100% of the price paid by you for the relevant Products.
- 14.5 Except as expressly stated in these Terms, We do not give any representation, warranties or undertakings in relation to the Products. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, We will not be responsible for ensuring that the Products are suitable for your purposes.
- 15 **Events Outside Our Control**
 - 15.1 We will not be liable or responsible for any failure to perform, or delay in the performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.
 - 15.2 An **Event Outside Our Control** means any act or event beyond Our reasonable control, including, without limitation, strikes, lock-outs or other industrial action, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
 - 15.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:
 - 15.3.1 We will contact you as soon as reasonably possible to notify you; and

- 15.3.2 Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our delivery of Products to you, We will contact you with a revised estimated delivery date after the Event Outside Our Control is over.
- 15.4 If you are a consumer, You may cancel the contract if an Event Outside Our Control takes place and you no longer wish Us to provide the Products. Please see your cancellation rights under clause 16. We will only cancel the contract if the Event Outside Our Control continues for longer than seven days in accordance with Our cancellation rights in clause 17.
- 16 Your right of return and refund**
- Clauses 16.1 to 16.8 (inclusive) only apply if you are a consumer and have placed your Order by telephone, email or fax.**
- 16.1 If you are a consumer and have placed your Order by telephone, email or fax, you have a legal right to cancel an Order during the period set out below in clause 16.3. This means that, during the relevant period, if you change your mind or for any other reason you decide you do not want to keep a Product, you can notify Us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract is available from your local Citizens' Advice Bureau or Trading Standards office.
- 16.2 The cancellation right referred to in clause 16.1 does not apply in the case of:
- 16.2.1 any Bespoke Products; or
- 16.2.2 any Products which have been opened or unsealed.
- 16.3 You may cancel an Order from the date We confirm the Order to you, which is the point at which a contract between us comes into existence. If the Products have already been delivered to you, you have a period of 14 Working Days in which you may cancel, starting from the day you receive the Products.
- 16.4 To cancel an Order, please contact Us by telephoning Our sales team on +44 (0) 117 954 8040 or by emailing Us at sales@mcmc-UK.com. If you send Us your cancellation notice by email, then your cancellation is effective from the date you send Us the email. If you call Us to notify Us of your cancellation, then your cancellation is effective from the date you telephone Us.
- 16.5 You will receive a full refund of the price you paid for the Products and any applicable packaging and delivery charges you paid for. We will process the refund due to you as soon as possible and, in any case, within 30 calendar days of the day on which you gave Us notice of cancellation as described in clause 16.4. If you returned the Products to Us because they were defective or not as described, please see clause 16.6.
- 16.6 If you have returned the Products to Us under this clause 16 because they are defective or not as described, We will refund the price of the defective Products in full, any applicable packaging and delivery charges, and any reasonable costs you incur in returning the Products to Us.

- 16.7 We will refund you using the same method of payment used by you to pay for the Products (or such other method of payment as may be agreed between us).
- 16.8 If the Products were delivered to you:
- 16.8.1 you must return the Products to Us as soon as reasonably practicable. If the Products require collection, We will collect the Products from the address to which they were delivered. We will contact you to arrange a suitable time for collection;
 - 16.8.2 unless the Products are defective or not as described (in which case, see clause 16.6), you will be responsible for the cost of returning the Products to Us or, where relevant, the cost of Us collecting the Products from you; and
 - 16.8.3 you have a legal obligation to keep the Products in your possession and to take reasonable care of the Products while they are in your possession.

Clauses 16.9 and 16.10 only apply if you are a consumer and have placed your Order in person at the trade/retail counter located at Our Premises.

- 16.9 You may cancel any Order for Products (other than Bespoke Products) at any time before We despatch the Products (or, if applicable, before collection by you) by contacting Us, including where you choose to cancel because We are affected by an Event Outside Our Control. We will confirm your cancellation in writing to you and, if you cancel an Order under this clause 16.9 and you have made any payment in advance for Products that have not been delivered to you (or, if applicable, collected by you), We will refund these amounts to you.
- 16.10 Unfortunately, if you cancel an Order for Products under clause 16.9 and We have already despatched the Products to you, We will not be able to cancel your Order until it is delivered to you. In this case or if you wish to cancel an Order for Products that have already been collected by you, if you return the Products to Us, We will have to charge you the cost of collection or you will have to pay the cost of returning the Products back to Us. This will not affect your refund for the Products, but any charge for collection will be deducted from the refund that is due to you.
- 16.11 Unfortunately, in the case of Bespoke Products, you will not be able to cancel an Order once it is made (but this will not affect your legal rights as a consumer in relation to any Bespoke Products that are defective or not as described).

17 **Our rights to cancel and applicable refund**

If We have to cancel an Order for Products (including any Bespoke Products) before the Products are delivered due to an Event Outside Our Control or the unavailability of stock:

- 17.1.1 We will contact you as soon as reasonably possible to notify you; and
- 17.1.2 if you have made any payment in advance for Products that have not been delivered to you, We will refund these amounts to you.

17.2 If We have already started work on your Order for any Bespoke Products by the time We have to cancel under clause 17.1, We will not charge you anything and you will not have to make any payment to Us.

18 Information about Us and how to contact Us

18.1 We are a company registered in England and Wales. Our company registration number is 03448185 and Our registered office is at 2 Folly Lane, St Philips, Bristol, BS2 0RH. Our registered VAT number is GB 701 0372 95.

18.2 If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning Our sales team on +44 (0) 117 954 8040 or by emailing Us at sales@mcmc-UK.com.

18.3 If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel an Order), you can deliver this to Us by hand or send it pre-paid post to Matrix Composite Materials Company Limited at 2 Folly Lane, St Philips, Bristol, BS2 0RH or by email to sales@mcmc-UK.com.

18.4 If We have to contact you or give you notice in writing, We will do so by hand, pre-paid post or email to the address or email address you provided when you placed the Order.

18.5 If you are a business, please note that any notice given by you to Us, or by Us to you, will be deemed received and properly served at the time of delivery if delivered by hand, three days after the date of posting if sent by pre-paid post or 24 hours after the time of sending if sent by email. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed and either delivered or stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

19 How We may use your personal information

19.1 We will use the personal information you provide to Us to:

19.1.1 provide the Products;

19.1.2 process your payment for such Products; and

19.1.3 inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.

19.2 You agree that We may pass your personal information to credit reference or other similar agencies and that they may keep a record of any search that they do.

19.3 We will not give your personal data to any other third party.

20 Other important terms

- 20.1 We may transfer Our rights and obligations under these Terms to another organisation, but this will not affect your rights or Our obligations under these Terms.
- 20.2 You may only transfer your rights or your obligations under these Terms to another person if We agree in writing. However, if you are a consumer and you have used the Products in connection with your property, you may transfer the benefit of any warranty given by Us in relation to those Products (as referred to in clause 11.1) to any purchaser of your property without needing to ask Our consent.
- 20.3 This contract is between you and Us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise. However, if you are a consumer and you have used the Products in connection with your property, the purchaser of your property will have the benefit of any warranty given by Us in relation to those Products (as referred to in clause 11.1) if you transfer it to them, but We and you will not need their consent to cancel or make any changes to these Terms.
- 20.4 Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are invalid, unlawful or unenforceable, the remaining clauses will remain in full force and effect.
- 20.5 If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.
- 20.6 If you are a consumer, please note that these Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland, you may also bring proceedings in Northern Ireland and, if you are a resident of Scotland, you may also bring proceedings in Scotland.
- 20.7 If you are a business customer (including an approved distributor), these Terms are governed by English law. You and We both agree to submit to the exclusive jurisdiction of the English courts.

Appendix - If you are an approved distributor

This Appendix only applies if you are an approved distributor.

- 1 You acknowledge and agree that your appointment is on a non-exclusive basis.
- 2 You agree that you will:
- 2.1 be responsible for the promotion of the Products in the Territory to existing and potential customers using any displays and literature provided by us;
- 2.2 not do (or omit to do) any act which has or is likely (in Our reasonable opinion) to have a material adverse effect upon the Products, Us or Our business;

- 2.3 promptly bring to Our notice any information received by you (on a non-confidential basis) which is likely to be of interest, use or benefit to Us in relation to the marketing of the Products;
- 2.4 not, without Our prior consent in writing, appoint any sub-distributor or agent in respect of the Products;
- 2.5 not make any written statement or representation or give any warranty, guarantee or promise in relation to the Products (including as to the quality or manufacture of the Products) unless previously approved by Us in writing or contained in trade literature for the Products issued by Us or the manufacturer;
- 2.6 sell the Products only as packed and presented by Us and will not, without Our prior consent in writing, place on or use in connection with the Products any trade mark or in any way alter, tamper or interfere with the Products or their appearance (including any markings, trade marks, names or other indications on any packaging of the Products);
- 2.7 not apply or use in relation to the Products any promotional or advertising material other than promotional or advertising material which has been supplied, or previously approved in writing, by Us;
- 2.8 store any stock of the Products held by you in such premises and conditions as will ensure that they are kept in good condition and in compliance with all relevant laws, rules, regulations and codes of practice in force from time to time;
- 2.9 have in place an appropriate mechanism to ensure the traceability of all batches of Products sold to your customers; and
- 2.10 promptly and without delay provide any assistance that We reasonably require in order to recall any Products from the market.
- 3 We will provide you with such information and details concerning the Products as you may reasonably request from time to time in order for you to promote and sell the Products to existing and potential customers.
- 4 We hereby grant you the non-exclusive right to use the "Matrix" trade mark (the **Trade Mark**) in the United Kingdom only for the promotion, advertisement and sale of any "Matrix" branded Products in accordance with these Terms.
- 5 We make no representation or warranty as to the validity or enforceability of the Trade Mark nor as to whether the same infringes upon any intellectual property rights of third parties.
- 6 You will not sub-license, transfer or otherwise deal with the rights of use of the Trade Mark granted under these Terms.
- 7 You will not do, or omit to do, anything in your use of the Trade Mark that could adversely affect its validity.
- 8 All use of the Trade Mark by you shall at all times be for Our benefit and any goodwill accrued to you by your use of the Trade Mark shall accrue to and be held in trust by you for Us, which goodwill you agree to assign to Us at Our request at any time.