



# Mega Fortris UK Ltd – Terms and Conditions

Terms and Conditions: Sale of Goods – Online and by Telephone

[www.mfsecurityseals.uk](http://www.mfsecurityseals.uk)

IMPORTANT: PLEASE READ

WE DRAW YOUR ATTENTION TO THESE TERMS AND CONDITIONS WHICH APPLY WHENEVER YOU BUY GOODS FROM US ONLINE OR OVER THE TELEPHONE [1] . PLEASE READ THEM VERY CAREFULLY BEFORE YOU PROCEED TO MAKE YOUR PURCHASE BECAUSE THEY EXPLAIN IMPORTANT INFORMATION ABOUT THE BASIS ON WHICH WE WILL SELL GOODS TO YOU.

BY PLACING AN ORDER, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

YOU SHOULD PRINT AND KEEP A COPY OF THESE TERMS AND CONDITIONS FOR YOUR RECORDS.

In these Terms:

"Website" means Our website at [www.mfsecurityseals.uk](http://www.mfsecurityseals.uk).

"Goods" means the goods which We will supply to You in accordance with these Terms and Conditions.

"Order" means an order which You place with Us detailing the Goods You wish to buy from Us.

"We/Us/Our" means Mega Fortris UK Ltd (company number 03303919) of Unit 18 Cinder Road, Zone 3 Burntwood Business Park, Burntwood, Staffordshire, WS7 3FS.

"You/Your" means you, the person using Our Website and/or buying Goods from Us.

## 1. HOW THESE TERMS AND CONDITIONS APPLY

1.1 The Terms in Section A explain how Our Website must be used. They apply to ALL users of the Website. Section B also applies when You buy Goods using the Website or over the telephone. We may amend the Terms from time to time and you are advised to check them regularly for any changes which We make.

1.2 When You use the Website, We may gather information about You and Your visit to the Website. Information about this can be found in our Privacy Policy which forms part of these Terms. The Privacy Policy and these Terms together govern Our relationship with You and form the contract between us ("Contract").

Section A: Terms of Website Use

## 2. ABOUT THIS WEBSITE

2.1 This Website is aimed at people who are end users, business-to-business, or distributors. The information on this Website is in English, all communications shall be in English and the Website is designed to comply with English law. You may be viewing the Website in a market in



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which we do not commonly sell our goods and We cannot be held responsible for non-compliance with any local advertising or other laws in relation to this Website or its contents. We may restrict access to some parts of the Website to users who have registered with Us.

2.2 This Website is operated by Mega Fortris UK Ltd, a company registered in England and Wales with Company Number 03303919. Our registered office is Unit 18 Cinder Road, Zone 3 Burntwood Business Park, Burntwood, Staffordshire, WS7 3FS and our VAT registration number is GB 716197425. We are a limited company.

### 3. OUR RIGHTS IN THE WEBSITE

The copyright and other ownership rights (known as "Intellectual Property Rights") in this Website and its contents (including design, text, logos, trade names, graphics, software and any other material) are owned by Us or Our licensors. You must not yourself or allow anyone else to publish, copy, distribute or modify any of the content of this Website (© Mega Fortris UK Group 2002-2018. All Rights Reserved.) Anyone may view this Website and print pages from it for personal use only, for browsing Our products and placing an Order with Us. Any other use is strictly prohibited without Our prior written consent. You must not make any copy of any material from the Website for any business-related use whatsoever.

You must not in any way copy, reproduce or use any trademarks, logos or brand names which appear on the Website. Linking to Our Website on other websites is at Our discretion and We may require that You stop providing links to Our Website at any time.

We may use any information which you upload to Our Website as We decide, and We may also disclose that information to a third party.

### 4. WEBSITE CONTENT

We have taken great care in compiling this Website but neither We nor Our directors, employees or other representatives or any other companies within Our group of companies will be responsible for any damages, losses or costs however they arise as a result of Your use of or reliance on the Website. Although We aim to provide information which is accurate and up to date, We do not guarantee to do so. You are responsible for making sure that Your reliance on this Website is suitable for Your own purposes and the information which We provide is not intended to be advice which You should rely on. The information contained on this Website is provided on an "AS IS" basis and We exclude all warranties and representations of any kind with respect to this Website and its contents to the fullest extent which the law allows.

We may change, remove or in any other way adapt the content of Our Website at any time and without advance notice.

We may provide links to other websites. If we do this, those links are provided for Your convenience only and We cannot be responsible for the content or availability of those websites or Your use of them.

We do not guarantee that this Website will always be available or be free from error, virus or similar.



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We are under a legal duty to supply goods that are in conformity with the contract and we aim to ensure that the product images on Our Website are as accurate as possible but there may be slight colour variations between the Goods and the images shown online.

### 5. HOW YOU MUST USE THIS WEBSITE

Submissions or comments which are in any way defamatory, abusive, obscene, unlawful, sexist, racist or which may in any way cause offence to any person are strictly prohibited. You must not use any abusive language, be aggressive, swear, threaten, harass or abuse any other person including but not limited to other users of this Website.

All information which You submit should be accurate, truthful and should not be copied.

You must use Your own identity at all times when using the Website and should ensure that all information which You provide is accurate and up to date to the best of Your knowledge. You must not use information about any other person except if You have their permission to do so.

You must not corrupt the Website, flood it with information causing it to malfunction or use any features which may affect the Website such as any worms, viruses or similar harmful elements. The use of spam (that is, multiple, unsolicited or undesired bulk e-mails) is also forbidden.

We will not be liable for any loss or damage which You suffer as a result of any harmful material infecting Your computer, data or other material due to Your use of Our Website.

If You have a password as part of Our security procedures, You must treat that information as confidential and must not disclose it to anyone.

We may refuse access to this Website to anyone who does not comply with these Terms.

### Section B: Terms of Sale

### 6. OUR AGREEMENT FOR THE SALE OF GOODS AND THE ORDERING PROCESS

6.1 The Website displays Goods which are advertised for sale and gives information about them. By advertising Goods on the Website, We are inviting You to place an Order with Us. If You place an Order, We are not obliged to accept that Order and the Contract between Us will only be formed if and when We accept Your Order. Neither submitting an electronic order form, nor completing the checkout process constitutes Our acceptance of Your Order. Our acceptance of Your Order and the completion of the Contract between You and Us will take place upon despatch to you of the Goods. You may include any number of items within a single Order, subject to any restrictions set out in these Terms or on the Website and each Order which You place will be a separate Contract between Us. We reserve the right to refuse to supply Goods to any person.

6.2 Any variation of the Contract must be expressly agreed between You and Us.

6.3 The following paragraphs explain the process which You will need to go through to place an Order and how the Contract for the sale of Goods between us will be formed. This section also explains important information about payment and delivery.



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**Introductory Offer** – Any introductory Price Offer is valid for limited period specified on the product page. The price of the goods offered on the seller's website is valid for new customers only. Any orders placed from existing customers will not be valid.

### Step 1 - Choosing your Goods

You can select a product for purchase by clicking on the item which You are interested in and then clicking on "Add to Basket".

### Step 2 –Reviewing Your Basket

You can review the products which You have added to Your basket. You can change the contents of Your basket by amending the quantity of Goods You want to order (which may be subject to a maximum number of items, per size from time to time), removing any unwanted items by clicking 'Remove' and viewing the basket total value. You can also enter any promotional code which You may have. You can then continue shopping and adding to Your basket if You wish or if You don't want to buy anything else, go straight to the next step.

### Step 3 – Going to Checkout

Once You have finished shopping, You can proceed to Checkout by clicking on "Continue" or by hovering over the basket icon in the top right hand corner of the page and then clicking "Checkout".

### Step 4 – Customer registration

You will then be asked whether You are a guest or an existing customer. To register as a guest customer You will be asked to provide Your e-mail address. We will then store that information for the purposes of processing Your Order but it will not be recognised next time You visit the Website. Existing customers will be asked for a password and e-mail address to login, each time an Order is placed. Alternatively, you have the option to pay with PayPal at this stage by clicking on the PayPal link.

### Step 5 – Completing Your Address and Delivery Details

If You are a guest Customer, You will be given a list of delivery options. Once You have chosen Your option, You will be asked to enter Your delivery address or a town or postcode to find your nearest collection point. If You are an existing Customer, You will be shown a list of any delivery addresses You have previously entered. You will have the option of selecting the same address for Your billing address. Alternatively, on the next screen, You can enter a different billing address. You must provide us with the correct address details. We will not be liable for any delay to or failure of delivery as a result of Your failure to provide accurate address details.

### Step 6 – Your Order Summary and Payment Information

You will then need to choose Your payment method and enter Your payment details. Please check this information very carefully. You will then be given the option to save such details for Your next visit. If You are an existing customer and you have previously saved Your payment details, they will appear here. Your Order summary page will then appear in the right hand corner. This includes details of the Goods in Your Order. You should check the details at this stage very carefully as this is the final stage in the Order process at which You can correct any



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mistakes or change the Goods which You want to Order. You can do this by returning to the home page and completing the process set out above again. If You are happy with Your Order, click "Place Order & Pay".

### Step 7 – Placing Your Order

By clicking on "Place Order & Pay", You are confirming that You have read, understood and accepted these Terms. At this point Your Order will be submitted to Us.

### Step 8 – Order Acknowledgement

Once We have received confirmation that Your payment has been authorised, a screen will appear, thanking You for Your Order. You will be given an Order reference and an e-mail will be sent to You to acknowledge Your Order. It will confirm the Goods, price and any delivery charge. Print a copy of the Order acknowledgment and e-mail and keep them for Your records. Please note, Our acceptance of Your Order (regardless of the content of any emails we send you) will only take place on despatch of Your Order.

6.4 We may refuse Your Order or cancel Your Order if we decide it is reasonable to do so which may include circumstances where:

6.4.1 We are unable to obtain authorised payment, or the payment process is incomplete; or

6.4.2 We identify a product or pricing error on the Website; or

6.4.3 You fail to meet any criteria for eligibility of purchase which We may impose from time to time; or

6.4.4 We suspect that Your Order is related to fraudulent activity; or

6.4.5 You fail to submit all necessary and relevant details to allow Us to fulfil the Order; or

6.4.6 Goods are unavailable or out of stock.

6.5 We may contact You by telephone or email to verify details before We are able to process and despatch Your Order or We may be unable to accept it. For example, We may do this if Your Order is of particularly high value.

6.6 We reserve the right to limit the total value of Goods which can be included in an Order. If the total value of Goods in Your bag exceeds the limit which We may choose from time to time, then We will contact You.

## 7. TELEPHONE ORDERS

7.1 You may also place an Order over the telephone by calling Us on 01543 677 256

7.2 Our usual opening hours are 8.30am to 5.00pm Monday to Thursday, 8.30am to 3.00pm on Fridays. We are closed on weekends and Bank Holidays [2] .

7.3 Calls are charged at no more than the standard rate.



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7.4 If you place an Order, We are not obliged to accept that Order and the Contract between Us will only be formed if and when We accept Your Order. Placing Your Order over the telephone does not constitute Our acceptance of Your Order. Our acceptance of Your Order and the completion of the Contract between You and Us will take place upon despatch of the Goods. You may include any number of items within a single Order, subject to any restrictions set out in these Terms or specified over the telephone and each Order which You place will be a separate Contract between Us. We reserve the right to refuse to supply Goods to any person.

7.5 You will be asked to provide Your delivery address. You will also need to provide Your billing address. You must provide us with the correct address details. We will not be liable for any delay to or failure of delivery as a result of Your failure to provide accurate address details.

7.6 You will then need to choose Your payment method and provide Your payment details. Please be very careful to provide us with accurate information as We will not be liable for any loss or failure of delivery as a result of Your failure to provide the correct payment details.

7.7 We will ask You to confirm that You wish to place Your Order. You agree that by confirming You wish to proceed, you accept these Terms and acknowledge that You will be under an obligation to pay.

7.8 Once We have received confirmation that Your payment has been authorised, You will be given an Order reference and an e-mail (where You have provided an e-mail address) or letter will be sent to You to acknowledge Your Order. It will confirm the Goods, price and any delivery charge. You should keep this e-mail or letter for Your records. This correspondence does not constitute Our acceptance of the Order.

7.9 The provisions in paragraphs 6.2 and 6.4 also apply to telephone Orders.

### 8. PRICE AND PAYMENT

8.1 Prices and delivery charges are as published on the Website when We accept Your Order. Prices include VAT and are in pounds sterling. Delivery charges are shown separately. All applicable delivery charges are as stated on the Website or as specified over the telephone at the time You place Your Order. The delivery charge for the Order is shown on the shopping basket page below Your chosen items. This means that if You order more than one item, there is no delivery charge for the additional items.

8.2 We may amend prices at any time. Where there is a difference between a price at the time the Order is made and when we ship Your Order, We will inform You by email or telephone and ask You if You wish to proceed. If you decline and for any reason payment has already been taken, it will be re-credited to Your credit or debit account.

8.3 Offers and promotions on the Website are subject to availability and We may change or withdraw them at any time and without notice. Nothing shall oblige Us to maintain offers or promotions for any period. Additional terms may apply, details of which will be displayed.

8.4 We must receive payment for the Goods in full before they are despatched.

8.5 We accept payment via Paypal and most major credit and debit cards including Visa, Mastercard, Maestro and American. You must only use a card if You are the named cardholder. By placing an Order, You confirm that You are the authorised cardholder. All credit and charge



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card holders are subject to validation and security checks as well as authorisation by the card issuer and any additional terms imposed by the issuer. If the issuer does not authorise payment, We will not accept Your Order and will not be liable for any delay or non-delivery.

8.6 Your card provider may charge You for using Your card. Please check the terms and conditions with Your card provider carefully and in advance of submitting Your payment details.

8.7 If We do not have sufficient stock of Goods, we will notify You by e-mail or telephone and Your credit or debit card transaction will be cancelled or refunded. We will do this as soon as possible and by no later than 30 (thirty) days from the date of Your Order. We will not be responsible for any compensation if Goods Which You order are not available for any reason.

8.8 We will validate the names, addresses and other details supplied by You against commercially available records (including Electoral Roll data and credit reference services). We may also use third parties to do this. Information which You provide to Us may be disclosed to a registered credit reference agency which may keep a record of the information. By ordering from Us You agree to such checks. Please refer also to Our Privacy Policy. These measures are taken to protect You, to ensure Your shopping experience with Us is as secure as possible.

### 9.0 Terms of payment

9.1 The Buyer shall make payment to the Seller of the price for the Goods without set-off (which right of the Buyer is hereby excluded pursuant to these Conditions) within thirty days of the date of issue of a valid invoice of the Seller for the Goods.

9.2 Any sums not received by the Seller from the Buyer when due shall incur interest on a daily basis at the rate of 5% per annum above the base rate of Barclays Bank PLC from the date such sums become due until the date of actual payment by the Buyer.

9.3 Payment of all sums due by the Buyer to the Seller for the Goods shall be in pounds sterling unless the Buyer agrees otherwise in writing.

9.4 We do not store credit card details, nor do we share financial details with any 3rd parties.

### 10.0 Cancellation

If prior to delivery of the Goods, the Buyer gives notice in writing to the Seller that it wishes to cancel an Order the subject of an Acceptance, either in whole or in part, the Seller shall be entitled to payment from the Buyer of a cancellation charge equal to 25% of the price (exclusive of VAT and carriage) as specified in the Acceptance the subject of the Order.

The Buyer shall make payment to the Seller without set-off (which right is hereby excluded pursuant to these Conditions) within thirty days of the date of issue of a valid invoice of the Seller for such charges.

Any goods that are found to be faulty will be refunded in full or replacement will be provided.

### 11.0 If Things Go Wrong

11.1 We warrant that the Goods which we supply are of satisfactory quality and are fit for the purpose for which Goods of that nature are commonly supplied.

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### 12. DELIVERY

12.1 Delivery of the Goods shall be made by the Seller delivering the Goods to the Buyer's specified delivery address within 72 hours of the Seller notifying the Buyer that the Goods are ready for delivery after which delivery shall be deemed to have taken place whether or not the Buyer has accepted delivery of the Goods.

12.2 Time for delivery of the Goods shall not be of the essence of the Contract unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

12.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

12.4 If the Buyer fails or refuses to take delivery of the Goods within 14 days of their due date for delivery in terms of the Contract, the Seller shall be entitled to invoice the Buyer for a storage charge equal to two per cent (2%) of the price of the Goods for each calendar month of storage or part thereof. The Buyer shall make payment to the Seller without set-off (which right is hereby excluded pursuant to these Conditions) within thirty days of the date of issue of a valid invoice of the Seller for such charges. Delivery Restrictions

### 12. OUR RIGHTS IN THE GOODS

All ownership rights known as intellectual property rights in the Goods including all designs, trade marks, brand names, images and logos are and shall remain Our property or those of Our licensors. At no time shall any rights, title or interest in the intellectual property rights pass to You.

### 13. GENERAL

13.1 We will not be in any way responsible to You for a failure to sell Goods which You wish to buy or otherwise for a failure to comply with Our obligations under the Contract or any costs or liabilities which You incur as a result of any circumstances beyond Our reasonable control including but not limited to any act of God, flood, fire, trade dispute, lack of third party materials or services or terrorist acts.

13.2 The Contract between You and Us is binding. You may not transfer or assign Your rights or obligations to another person without Our express agreement. We may transfer or assign Our rights and obligations under the Contract or appoint third parties to assist Us in performing Our obligations at any time provided that this will not reduce Our obligations to You.

13.3 If any clause of this Contract is found in any way to be void by a Court or other competent authority then all other clauses of the Contract will continue to apply.

13.4 If either We or You do not at any time act on any rights which we have under this Contract then it will not affect the rights of either of us to enforce any rights at a later stage. If either of us chooses not to rely on a right which we have, it will not affect any other rights which either of us has.



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13.5 This Contract is subject to English law and both We and You agree that any dispute arising under or connected to it will be decided by the English courts.

13.6 We may amend these Terms at any time and without notice to You. Any change will take effect immediately after being posted on the Website and will be deemed to be accepted by any person who uses the Website. Where You have already placed an Order, the Contract will remain subject to the version of the Terms which were in place at the time at which You placed Your Order, subject to any changes expressly agreed between You and Us.

13.7 Nothing in these Terms seeks to exclude or limit any rights available under applicable law which cannot be excluded or limited. This means that these Terms will not change any rights which the law grants to You which that law does not allow Us to change or limit.

13.8 Any notice You send to Us will be deemed delivered as follows, depending on how You send it:

13.8.1 on the day on which it is left if You deliver the notice by hand; or

13.8.2 on the day on which it was posted if You post the notice as shown on proof of postage; or

13.8.3 on the day on which it is sent correctly if by fax or email;

### 14. Insolvency of Buyer

This clause applies if:

- The Buyer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
- an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or
- the Buyer ceases, or threatens to cease, to carry on business; or
- the Seller reasonably considers that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly; or
- the Buyer fails to make payment of any sum due to the Seller for the Goods on its due date for payment and such failure continues for a period of 7 days following the Seller's written request to the Buyer requiring payment.
- If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

### 15 Warranties and Liability

15.1 Subject to the conditions set out below, the Seller warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 3 months from the date of their initial use or 3 months from delivery, whichever is the first to expire.



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15.2 The above warranty is given by the Seller subject to the following conditions:

- the Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;
- the Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Seller's approval;
- the Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment; and
- the above warranty does not extend to parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller.

15.3 Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

15.4 The Buyer shall, as soon as it becomes aware of any defect in the quality or condition of the Goods, notify the Seller of the same to allow the Seller to assist the Buyer in any claim against the manufacturer of the Goods.

15.5 Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer or under the terms of the Contract, for any indirect, special or consequential loss or damage (whether caused by the negligence of the Seller, its employees or agents or otherwise) which arises out of or in connection with the supply of the Goods or their use by the Buyer and the entire liability of the Seller under or in connection with the Contract shall not exceed the price of the Goods, except as expressly provided in these Conditions.

15.6 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control.

## 16 COMPLAINTS

We have a procedure for investigating complaints and for dealing with queries about Our Website. Please contact customer services:

Mega Fortris UK Ltd  
Unit 18 Cinder Road,  
Zone 3 Burntwood Business Park,  
Burntwood,  
Staffordshire  
WS7 3FS.

Email: [sales@megafortris.co.uk](mailto:sales@megafortris.co.uk)

Fax: 01543 677259