The price of the goods is exclusive of amounts in respect of value added tax (VAT). The customer shall, on receipt of a valid VAT invoice from MBPL, pay to MBPL or their Invoice Finance Provider such additional amounts in respect of VAT as are chargeable on the supply of the goods.

The customer shall pay the invoice in full within the period stated in the invoice. Payment shall be made to the bank account detailed on the invoice provided by MBPL.

If the customer fails to make any payment due to MBPL under the Contract by the due date, the amount of the payment in respect of which payment is due shall be overdue from the due date on the overdue amount at the rate of 4% per annum above Barclays Bank's base rate. The customer shall pay the interest together with the overdue amount.

The customer shall pay all amounts due in full without any deduction. The customer shall not be entitled to assert any credit, set-off or counterclaim against MBPL in order to justify withholding payment in whole or in part.

6. CONSIGNEES. Where goods are supplied to the customer on a consignment basis, 30 days from delivery of each consignment the customer shall perform a stock take of all goods sold so far and if delivery shall be paid for by the customer within the period stated by MBPL. On the date 60 days from delivery the customer or MBPL shall perform a second stock take and all goods sold since delivery shall be paid for by the customer within the period stated by MBPL. At the date 60 days from delivery all goods not accounted for during either of the stock takes referred to above shall be paid for by the customer.

The customer shall allow, on reasonable notice, MBPL to perform a stock take of all goods held by the customer at any time.

6. INSOLVENCY OR INCAPACITY. If the customer becomes subject to insolvency or incapacity or MBPL reasonably believes that the customer is about to become subject to the same, MBPL may cancel/suspend all further deliveries under contract without incurring any liability to the customer.

All outstanding sums shall become immediately due. The above shall apply in the event that:

a) the customer gives any indication that it may suspend payment of its debts, or is unable to pay its debts or admits inability to pay its debts, or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or is deemed unable to pay its debts or as having no reasonable prospect of so doing,

b) the customer goes into liquidation, or makes a composition with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors,

c) the customer is insolvent or unable to pay its debts or as becoming subject to the same, MBPL may believe that the customer is about to become subject to the same, MBPL may cancel/suspend all further deliveries under contract without incurring any liability to the customer.

The above shall apply in the event that:

a) the customer has suspended or is unable to perform any of its obligations under the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of, or any indirect or consequential loss arising under or in connection with the Contract; and MBPL's total liability to the customer in respect of all other losses arising under or in connection with the failure in performance of the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise.

8. FORCE MAJEURE

MBPL shall not be liable for any failure in performing its obligations under Contract where the fault or event beyond reasonable control, which could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes, failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of buildings structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions.

9. ASSIGNMENT AND SUB-CONTRACTING

MBPL at any time assign, charge, subcon or deal in any other manner with all or any of its rights or obligations under the Contract. The customer shall not assign, transfer, charge or deal in any manner with all or any of its rights or obligations under the Contract without the prior written consent of MBPL.

10. NOTICES

Any notice or other communication given to a party under or in connection with the Contract shall be in writing and addressed to the other party at the relevant address and on a daily basis from the date of delivery, unless the customer acknowledges that MBPL is a Distributor of the goods or MBPL believes that the customer is about to become subject to the same, MBPL may believe that the customer is about to become subject to the same, MBPL may cancel/suspend all further deliveries under contract without incurring any liability to the customer.

If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal:

11. SEVERANCE AND WAIVER

If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal:

12. THIRD PARTY RIGHTS

A person who is not a party to the Contract shall not have any rights under the Contract, and any dispute or claim arising out of or in connection with the Contract or any matter arising out of or in connection with the Contract or any matter arising out of or in connection with the Contract, or any event beyond reasonable control, which could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes, failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of buildings structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions.

13. VARIATION

Except as set out in these Conditions, all variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by an authorized officer of MBPL and/or MBPL’s invoice finance provider.

14. GOVERNING LAW AND JURISDICTION

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.