

# **Terms And Conditions**

### **PURCHASE**

By submitting an order with MSM Foods Limited, MSM Foods West Ltd and MSM Foods Central Ltd you agree to the terms that appear below which will apply to any purchase made with us.

### **DELIVERY**

Delivery will be made to the address specified by you. Unless an alternative address is clearly stated on any order and confirmed by e-mail.

Delivery will be made only to an adult aged 18 years or over.

There is no liability of MSM Foods Limited, MSM Foods West Ltd and MSM Foods Central Ltd for late or cancelled delivery. It is your responsibility to ensure that an appropriate person is available at the delivery address at all time during the agreed date and time.

All goods must be signed on delivery note by an adult 18 years or over. Should you fail to be present for your delivery we are entitled to charge you the full price of the items contained in your order and the cost of re-delivery.

For deliveries made by our own vehicles, all items must be checked at the time of delivery or as soon as possible. All queries must be reported to the delivery driver immediately or to our office in 72 hours from the delivery. No discrepancies will be entertained if such goods are not checked at time of delivery, or not reported in 72 hours from delivery time.

All goods remain the property of MSM Foods Limited, MSM Foods West Ltd and MSM Foods Central Ltd until payment has been made in full and has been received in full by us.

## **RETURNS**

If you would like to return the product you need to report it within 72h from the delivery.

# **PAYMENT**

Payment for delivered goods will be accordingly to the trading terms that have been agreed in advance with our office (three days). Payment may be made by debit card or cash. MSM Foods Limited, MSM Foods West Ltd and MSM Foods Central Ltd reserves the right to refuse delivery if these terms are not adhered to. The debit cards accepted by us are those listed on our web site on the date on which your order is placed.

#### **COMPLAINTS**

If you have any comments or complaints on or about our Company and products, please email us at <a href="mailto:info@msmfoods.com">info@msmfoods.com</a>

### **RETENTION OF TITLE**

The seller retains title to the goods until they have been paid.

The seller has the right of entry to the buyer's premises to repossess the goods.

The seller is entitle to enter the buyer's premises to check if all goods are stored separately. Goods should be store separately from other goods until they will be paid in full.

# **OVERDUE PAYMENT**

MSM Foods Limited, MSM Foods West Ltd and MSM Foods Central Ltd has the right to charge interest at the rate of 2% per month on all overdue amounts. In addition a charge of £15 plus VAT will be levied for each letter sent by us in respect of default.

If we do not receive a full payment from you the legal action will be taken. That can include an extra cost that will be added to your outstanding bill. The cost may include without limitation: debt collector fees, legal fees, court fees and process.