

ATM LTD - Terms and Conditions of Sale

1. GENERAL

ATM Ltd is pleased to accept orders subject to the Terms and Conditions of sale as stated below. Unless expressly agreed in writing (for example in the case of a tender), any alteration to these conditions will not apply. In these terms "you" and "your" as appropriate refer to the buyer and "us", "our" and "we" refers to the seller, ATM Ltd. 'Days' refers to working days, being Monday to Friday inclusive excluding bank holidays, unless otherwise stated.

2. QUOTATIONS

Our quotations are valid for seven days from the day of issue and are subject to stock availability. Quotations are for the sole use of the addressee and we reserve the right to withdraw a quotation, which has been passed by you to a third party.

3. DELIVERY AND COLLECTION OF GOODS

In normal circumstances

- (a) We will deliver an order within the agreed period, but we cannot be held liable for any loss caused by late delivery. If we do deliver late you are not entitled to regard this as a breach of contract.
- (b) Goods will be delivered to the delivery address supplied by you. You are considered to have given authority to accept delivery on your behalf to any person who actually accepts delivery at the delivery address.
- (c) If we, or any agent on our behalf, cannot deliver to the delivery address then we may, either store the goods and deliver at a later date or return the goods to stock and deliver similar goods later.
- (d) You are obliged to provide adequate labour and facilities at the delivery or collection address, to load or unload the goods without undue delay. We will require compensation for any loss we suffer arising from delivery or collection or non-delivery or non-collection of the goods. If it is not our fault nor that of our agent, that any delivery or collection is delayed or cannot be carried out then we will charge you for any extra costs incurred.
- (e) If we deliver in installments to you, then each installment is a separate contract. If payment in full is not made to us at the proper time for orders, which have already been delivered, then we may withhold or cancel delivery of any other of your orders, which have not yet been delivered.
- (f) Our prices exclude delivery or transport charges, insurance in transit and taxes. We will charge you extra for transport, packaging taxes and insurance as applicable.

4. PRICES

All prices are quoted exclusive of Value Added Tax (VAT). VAT will be added to all invoices at the rate applicable on the tax point date. The tax point date will be the date of the invoice.

5. PAYMENTS

Unless otherwise stated, invoices must be paid within 30 calendar days of their date. If you have not paid in full by that date then:

- (a) We will be entitled to charge you interest as per The Late Payment of Commercial Debts (Interest) Act 1998 on the amount outstanding until it has been paid in full.
- (b) We will be entitled to sue you for the money and our costs incurred whether or not property in the goods has passed to you.

If you have any dispute, or counterclaim against us, you will not be entitled to make any reduction in, or deferment of payment because of that dispute or counterclaim.

6. DATA PROTECTION

In the course of dealings with us you will supply to us data, which we will collect and retain. Some or all of that data may be personal data, which is subject to the Data Protection Act 1998. We will process the data you supply to us to execute your order, to monitor your account, to select and send to you marketing material and periodically to conduct trade and bank reference enquiries and other credit checks. This will involve the disclosure of your data to and from third parties. You consent to the processing of your data for those purposes.

7. WARRANTY

- (a) All goods supplied by us are warranted to be of sound workmanship and materials and suitable for the purpose for which they are designed under fair conditions. Our liability under this Warranty will be limited to the replacement, free repair or issue of credit against any goods acknowledged by us to be faulty, provided that such faults have not been caused by your misuse of the goods or your negligent handling of them.
- (b) In order to make a claim under this warranty you must return the goods:
 - i) within 30 days of the delivery date or the time stipulated by the manufacturer, whichever is the longer, or within 5 days for hardware products in good order and condition
 - ii) carriage paid
 - iii) to our distribution centre, unless we have advised
 - iv) you of another address to return the goods.

Our carriers have no authority to accept goods for return unless we have agreed in advance.
(c) In no circumstances will we be responsible for loss or consequential damage arising from the failure or defect of our goods

If you return the goods, in order to make a claim under clause 7(b) above, those goods turn out to be, in our opinion, fault free or damaged by reason of your misuse or negligent handling of them, then we will give you 10 days written notice to make arrangements to collect the goods. You may collect the goods in person or make arrangements for your own carrier to collect them. You will remain liable to pay for the goods in full. We reserve the right to make arrangements to return the goods to you after the 10-day period, charging you our carriage and administration costs. Alternatively at the end of the 10 day period, your non-compliance with our request for instruction will lead us to assume that you have given us unconditional authority to dispose of the goods as we see fit.

8. CATALOGUES AND BROCHURES

All descriptions and illustrations of goods in any catalogue, brochure, price list or in any other document provided by us are intended for general guidance only and do not form part of any contract between you and us. We accept no liability for any error or omissions in such documents and cannot be liable in any circumstances for any loss or damage resulting from your reliance on such descriptions and illustrations.

9. FORCE MAJEURE

We reserve the right to cancel an order or suspend or delay delivery of it, without being liable for any loss or damage if supply of the goods is prevented or delayed by reason of war, (whether declared or not), civil strife, riots, adverse weather conditions, fire, flood, labour disputes, accidents or any other causes or circumstances beyond our control.

10. SHORTAGES, DAMAGES, DISCREPANCIES AND LOSS IN TRANSIT

We will at our discretion refund, replace or issue credit where goods have been lost, wrongly delivered, damaged in transit or there is a short supply of an order. We will only consider claims if made in writing to us within 3 days of the date of delivery. If goods have been lost in transit you must also inform the carrier in writing within that period. If goods have been damaged or supplied short, then you must keep those goods in one place, separate from any other goods and let us inspect them if we wish before we decide what action to take. If a whole consignment of goods is lost then you must inform us in writing within 7 days of the invoice date.

11. RETENTION OF TITLE

- (a) General: Notwithstanding delivery of the goods, we will still own them until you have paid in full for them in accordance with this contract and until all money owed by you to us, pursuant to any other contract between us, has been paid in full.
- (b) Sale of the Goods: You are allowed to sell on the goods, in the ordinary course of your business and if you do, title to the goods sold will pass to the person who buys them from you on delivery to them. If you sell the goods to a third party before you have paid for them then you will hold the proceeds of that sale on trust for us pending payment. We will have the right to require you to direct the third party to pay the money they would have paid to you direct to us instead and at our request you will assign to us any rights or claims you have against your customers in relations to the goods.
- (c) Storage: Goods, which are in your possession, will be held by you as bailee. You must keep the goods separate and clearly identified as our property until you have paid for them.
- (d) Insurance: After delivery and until payment, you must keep the goods fully insured. If the goods are lost, destroyed or damaged then you must hold the proceeds of the insurance for and to our order pending payment. If the goods are so destroyed, you are not entitled to delay paying us until the insurer of the goods has paid you.
- (e) Recovery of goods: We may enter your premises without notice and recover the goods, which have not been paid for in full. As between you and us, this sub-clause constitutes your authority for us to enter on the premises of any other person holding the goods on your behalf and on whose property the goods may be and remove the goods.

12. YOUR BANKRUPTCY OR DEFAULT

If:

- (a) You fail to honour any of your obligations to us under this contract, or you breach them, or
- (b) any distress or execution is levied on you, or
- (c) you offer to make an arrangement with your creditors or commit any act of bankruptcy or if any petition in bankruptcy is presented to you, or (if you are a listed company) any resolution or petition to wind up such a company's business (other than for purposes of amalgamation or reconstruction) is passed or presented we will have the immediate right to cancel in writing any contract we currently have with you without prejudice to any claim or right we might otherwise have.

13. INTERPRETATION AND VALIDITY

Only English law will govern the construction, validity and performance of this contract, and the English Court will have exclusive jurisdiction. The interpretation of any clause or sub-clause above, will not in any way be limited or restricted by reference to or inference from any other clause or sub-clause, is unenforceable according to its terms then the others will remain in full force and effect.

ATM Ltd registered in England. Registered No 01476329.