

## TERMS AND CONDITIONS

### 1. VALIDITY AND APPLICATION

All and any business undertaken by ATECH Garage Equipment Ltd ("the company") and any divisions of the company, for the supply of goods as particularised on the face of its invoices shall be transacted subject solely to the Conditions of Sale and each condition shall be deemed to be incorporated in and shall be a condition of any agreement between the Company and the Purchaser. These conditions shall prevail over and extinguish all terms and conditions of contract proposed, stipulated or referred to by the Purchaser in correspondence, in its order form or elsewhere, whether before or after receipt by the Purchaser of these Conditions of Sale and notwithstanding any purported stipulation by the Purchaser contrary. No agent or employee of the Company has the Company's authority to alter or vary any of these conditions, either orally or in writing. There shall be no variation of these conditions save and unless specifically agreed in writing by a Director of the Company. The Company by accepting any order for goods from the Purchaser agrees to sell the Purchaser agrees to purchase those goods at the price stated on the Company's invoice and on the sole basis of the terms and conditions of the Company whether appearing on such invoice or in these Conditions of Sale and any such agreement between the Company and the Purchaser is hereinafter referred to as a contract in respect of those goods. No term or condition save for the terms and conditions contained herein shall be implied or otherwise incorporated into any such contract as a result of any alleged trade custom or usage or of any previous course of dealing between the parties. No variation to these Conditions shall be implied by any indulgence shown to the Purchaser under this or any other contract between the Company and the Purchaser. These Conditions of Sale shall take precedence over and supersede any previous terms and conditions of the sale of the Company. The unenforceability or invalidity of one or more of these conditions or part thereof shall not affect the enforceability or validity of any condition or the remainder thereof. Where the purchaser does not purchase the goods in the course of its business these Terms and Conditions of Sale shall not affect such Purchaser's statutory rights.

### 2. ORDERS

All orders will only be accepted with a signed Sales Order Confirmation or Email containing: Order Number / Reference Number / Purchase Order Number unless authorised by the company.

### 3. TERMS OF PAYMENT

The terms of payment are 100% payment due with order, excluding pre-agreed distributor terms, which are 14 days from the invoice date. Interest at the rate of 2% above the Bank of England base rate per month is chargeable on all overdue payments  
All deposits are non-refundable unless by agreement in writing from the company

### 4. CANCELLATIONS

No cancellation shall be effective until and unless accepted in writing by the Company. The Purchaser must notify the Company prior to shipment of goods to prevent any incurrence of carriage charges.

Special Order Equipment / Items Cannot be Cancelled

For guidance only' the conditions that the Company normally (and at its sole discretion) imposes are as follows: -

- i. An administrative charge will be made equivalent to 20% of the invoice value of the goods ordered:
- ii. A charge will be made for any refinishing re-packaging necessary to return the goods to new condition:
- iii. An order is placed for new goods at least to the value of the order being cancelled.

### 5. CARRIAGE CHARGES

The cost of carriers of the Company's choice to any destination in the UK or Ireland is included in the recommended user price, unless otherwise advised. Extra costs incurred in using a carrier of the customer's choice will be charged. Shipment of net value below £200 will not be carried at the Company's expense.

### 6. PACKAGING CHARGES

Every reasonable effort will be made to dispatch goods in non-returnable containers. Where this is not possible a refundable charge will be made for the packing case, which must be returned carriage, paid in good condition.

### 7. PRICES

The Company's prices shown are subject to change without prior notice. At all times prices applicable are those ruling at the date of dispatch.

### 8. DELIVERY

In no circumstances shall time for delivery be of the essence of the contract. All reasonable efforts will be made to deliver goods by the date indicated in the contract but any delivery date stated is an estimate only and in no circumstances shall the company have any liability for any loss or damage sustained in consequence of any delay in delivery.

### 9. DAMAGE OR LOSS IN TRANSIT

The Purchaser shall be responsible for examining the goods upon delivery for any obvious damage or shortfall. Any damage or partial loss in transit must be reported to the Company within 12 hours and confirmed in writing to the Company and to the carrier within two days of receipt of goods. In the event of total non-delivery, the Company and the carrier must be notified in writing within two days from the due date of dispatch. Unless these conditions are complied with the Company shall not accept any responsibility for loss or damage in transit. The purchaser must not attempt to repair the equipment unless authorised to do so by the owner. The purchaser takes all responsibility for and will indemnify the owners and their employees against all claims however caused and whether based on negligence or otherwise, including all damages and costs arising out of the re-sale of the equipment.

### 10. SITE PREPARATION

It is the Purchaser's responsibility to ensure the site is prepared ready for installation, including any air or electrical supply required. Should the installation of the equipment have to be aborted due to the incorrect preparation of the area, then the additional costs incurred will be chargeable. Our engineers will assist by clearing waste during installation if suitable skips are made available. The installation and surrounding area will be left clean, and swept by our engineers on completion. It is the policy of the Company that all our personnel act in a professional manner, and

that they keep the working area tidy and in a safe condition.

#### **11. RETURNED GOODS**

It is the Company's policy not to accept goods back for credit once they have been correctly dispatched against a firm order. In exceptional circumstances agreement may be given in writing to such acceptance, subject to the conditions set out in the letter agreeing the return of goods. For guidance only' the conditions that the Company normally (and at its sole discretion) imposes are as follows: -

- i. An administrative charge will be made equivalent to 20% of the invoice value of the goods returned:
- ii. A charge will be made for any for any refinishing re-packaging necessary to return the goods to new condition:
- iii. An order is placed for new goods at least to the value of goods being returned.

#### **12. WARRANTY**

All conditions, warranties and representations implied by statute, common law or trade usage or otherwise are hereby excluded and these Conditions of Sale only shall apply save that the provision shall not affect any liability of the Company for death or personal injury caused by the negligence of the Company. All equipment is guaranteed against faulty workmanship or materials for a period of six months, unless extended by the product manufacture, from delivery to the Purchaser or its customer. Unauthorised stripping or use of incorrect hydraulic oil renders this guarantee void. Goods claimed faulty under warranty must be returned to a ATECH Garage Equipment Services Ltd, carriage paid, stating nature of fault, name of supplying distributor and evidence of date of purchase. The company will not in any circumstances be liable for any special, indirect or consequential loss or damage however arising.

#### **13. SERVICE**

Full-service facilities are available via the Company's accredited service agents.

#### **14. RISK**

The goods shall be at the Purchaser's risk from the date of delivery and the Purchaser shall as from the date of delivery and thereafter be liable for any loss or damage to the goods howsoever caused notwithstanding any refusal of delivery by the Purchaser.

#### **15. INDEMNITY**

The Purchaser shall hold and save the Company harmless from all liability of whatever nature or kind to third parties or otherwise for or on account of the sale, operation or use of any goods supplied by the Company under or as a result of this Contract except in respect of liability of the Company for negligence resulting in death or personal injury.

#### **16. PATENTS**

Where the Company agrees to modify or redesign its products at the Purchasers request or otherwise to supply special goods to the Purchasers specifications it does so strictly on the basis that the Purchaser shall indemnify the Company against all costs, claims, expenses, damages, charges or liabilities whatsoever in respect of or arising from any claim for infringement of Letters patent, Trade Mark, Registered Design of copyright relating to any products supplied to the Purchaser's design or following the Purchasers instructions. For the purposes of the section 'Purchaser' shall be deemed to include any customer of the Purchaser.

#### **17. NAMEPLATES**

Any nameplates or other form of identification which the Company has affected to or marked upon any article sold by the Company shall not be removed by the Purchaser or by anyone on the Purchaser's behalf without the Company's express consent in writing.

#### **18. GOVERNING LAW**

These Conditions of Sale and any contract concluded pursuant to them shall be governed by and construed according to the Laws of England and shall be subject to the exclusive jurisdiction of the English Courts.