

## **STANDARD TERMS AND CONDITIONS FOR THE SALE OF GOODS**

### **Definitions and interpretations**

<b>Seller or Company</b>	means Atlas Ball & Bearing Co Ltd, registered No. 1339603, whose registered office is at Leamore Lane, Walsall, WS2 7DE
<b>Buyer</b>	the company who accepts the quotation (either verbally or in writing) for the sale of goods issued by the seller. Or whose order for goods is accepted by the Seller.
<b>Conditions</b>	the terms and conditions laid out in this document.
<b>Contract</b>	the contract for the purchase and sale of goods under these conditions.
<b>Goods</b>	the goods or service (or any part of) which the seller is to supply in accordance with these conditions.
<b>Writing</b>	any communication affected by letter, facsimile, or email.
<b>Delivery Date</b>	the date on which the goods are to be delivered as stipulated on the buyer's order and agreed by the seller.

- 1, Any goods sold by the seller are automatically sold according to these conditions unless agreed in writing by an officer of the company.
- 2, The standard currency used by the company is Pound Sterling, if a customer wants to be supplied in any other currency it will be stated on the quotation and agreed by both parties.
- 3, Any **quotation** shall be valid for 60 days or such other time that the seller may specify
- 4, **Carriage costs** are normally extra and are charged at cost unless specified in the quotation
- 5, The **ownership** shall remain with the seller until full payment is made. In the event of non payment of the goods the seller will be entitled to enter the premises of the buyer to recover the goods.
- 6, Unless otherwise agreed by the company payment terms are 30 days after the end of the month of the sale.
- 7, Claims for **shortages** will only be considered if the claim is made within 10 days of the delivery of the goods.
- 8, **Returns** due to the fault of the company i.e. incorrectly supplied or with a valid quality complaint will be accepted and credit given for the full cost including carriage.
- 9, **Returns** due to the fault of the buyer i.e. incorrectly ordered or no longer required will only be accepted back under the following conditions.
  - i) The goods have not been produced especially for the buyer.
  - ii) The return is agreed between both parties
  - iii) The goods are still in their sealed containers, have not been handled or used and still have the Atlas label with the original batch number stated on it.
  - iv) They are subject to a 20% handling charge on the value of the goods with no credit given on the carriage charges if applicable.
  - v) The goods are returned at the buyers cost.
- 10, Where there is a clear conflict between these conditions and the buyer's conditions of purchase, unless it is agreed in writing, these conditions will prevail.
- 11, The delivery date will be quoted in good faith and the company will do their best to keep to it. However in the event of late delivery the company will not be liable for any penalty clauses or any other costs incurred by the buyer due to the late delivery.
- 12, The contract will be governed by the laws of England.