

the small print...

Terms & Conditions

1. The following terms and conditions (the "Terms") apply to the sale of all goods by ATE (UK) Limited (company number 07569911) whose registered office is at Unit 12, Grange Way Business Park, Grange Way, Colchester, Essex, CO2 8HF ("ATE"). ATE's VAT number is 637024063. No alterations or additions to, nor the exclusion of, any part of the Terms shall be made unless specifically agreed in writing by a director of ATE. However, if the Buyer is a consumer ATE accepts responsibility for verbal statements made by ATE's staff.
2. Nothing in the Buyer's terms of purchase, purchase order, acceptance note or similar document shall override, cancel or modify any of the Terms. In the Terms the "Buyer" refers to the person, firm or company to whom ATE supplies the goods.
3. All prices quoted are exclusive of VAT and are subject to change without notice. ATE shall notify the Buyer of any price changes prior to accepting an order.
4. Illustrations, descriptions, weight and measurements shall be taken by the Buyer as a guide only and are not binding in detail. ATE, without notice, reserves the right to make changes to any specifications as it sees fit.
5. Orders over £100.00 net, exclusive of VAT, are carriage paid in the UK mainland only. Charges for delivery elsewhere or for orders £100.00 net, exclusive of VAT, or less, are available upon request.
6. Charges for goods supplied by ATE must be paid for in full at the time of order unless the Buyer has an approved credit account with ATE. An application for the opening of a credit account with ATE shall include an undertaking by the applicant that they have read and agreed to the Terms.
7. **Payment is due from the Buyer within 30 days of the date of invoice where a credit account has been given.** ATE may, at its absolute discretion, close the Buyer's account at any time and any monies due shall be paid immediately by the Buyer to ATE. If no business is transacted for the period of one year, credit account facilities may be withdrawn.
8. If the Buyer is a business, ATE reserves the right to charge interest on all overdue accounts at the statutory rate stipulated by the Late Payment of Commercial Debts (Interest) Act 1998 and also to recover all costs incurred in collection of such monies.
9. All payments shall be made without any deduction whether by way of set off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by ATE to the Buyer.
10. The Buyer shall reimburse on demand any charges incurred by ATE for any cheque issued by the Buyer which is returned by a Bank for any reason in addition to any administrative fee ATE may impose for dealing with the same.
11. If the Buyer is either a limited liability company or a limited liability partnership, a condition precedent to completion of such agreement made pursuant to these Terms shall be that a director or member shall sign the guarantee attached hereto guaranteeing payment by the Buyer to ATE by way of acknowledgement of these Terms. In signing the guarantee, the director or member agrees to:
 - a) guarantee payment of all sums due to ATE and which remain unpaid for more than 14 days from the date that payment became due; and
 - b) indemnify and keep indemnified ATE in respect of all claims, costs, damages, demands, expenses, liabilities and losses incurred by ATE as a result of the Buyer failing to make any payment to ATE on the due date for payment.
12. The guarantee above at paragraph 11:
 - a) is a continuing guarantee for all sums owed by the Buyer to ATE and shall not be discharged merely because at any time no such sums are due; and
 - b) shall not be reduced, discharged or otherwise affected by any insolvency of the Buyer or its subsidiaries in the following forms in this jurisdiction, or any other analogous procedure in any other jurisdiction: bankruptcy, liquidation, any encumbrance taking possession, administration, receivership, winding up, distress, execution, attachment or other legal process being levied or enforced upon or sued against any part of the assets, incapacity, limitation, disability, the discharge by operation of law, any change in the constitution, name or style.
13. Any period of time named by ATE for delivery of goods is an estimate only, and while every effort will be made to deliver on time, time for delivery shall not be (or be made) of the essence. If the Buyer is a business, ATE will not be liable for any consequences of a delay in delivery. Claims by the Buyer for shortages or non-delivery must be made within three days of the delivery date or intended delivery date.
14. The risk in the goods passes to the Buyer immediately upon delivery to themselves, their servant or agent. The property in, and legal and beneficial title to, goods supplied by ATE shall remain with ATE until the Buyer has paid in full (in cash or cleared funds) all sums due to ATE for:
 - a. the goods; and
 - b. all other sums that are due to ATE from the Buyer on any account.Goods shall be stored separately and identifiably until paid for. ATE shall be entitled to recover possession of its goods (and to enter onto the Buyer's premises for that purpose) if goods are not paid for in full by the due date or if:
 - c. the Buyer (being a company) passes a resolution for winding up (other than for the purposes of a bona fide reconstruction or amalgamation) or has a winding up order made in respect of it or has a receiver, administrative receiver, manager or administrator appointed of all or any part of its undertaking or assets; or
 - d. the Buyer (being a partnership) is dissolved or (being an individual) has a bankruptcy petition presented or dies; or
 - e. the Buyer ceases, or threatens to cease, to carry on business, or becomes unable to pay its debts or becomes insolvent (within the meaning of the Insolvency Act 1986) or makes or proposes to make an arrangement or composition with its creditors; or
- f. ATE reasonably apprehends that any of the events mentioned above may occur in relation to the Buyer and notifies the Buyer accordingly.

It will be assumed that where the Buyer purchases similar goods from ATE on a regular basis, that a stock rotation system has been operated and goods still held relate to invoices outstanding for which full payment has not been made. ATE shall be entitled to recover payment for the goods notwithstanding that ownership of any of the goods has not passed from ATE. On termination of the contract of sale to which the Terms apply, howsoever caused, ATE's but not the Buyer's rights contained in this clause shall remain in effect.
15. It is the responsibility of the Buyer upon delivery to examine goods supplied by ATE and to identify defects in materials and/or workmanship. All goods supplied by ATE must be checked by the Buyer for correct suitability, type, fit, etc before being used in any way. The Buyer must notify ATE of any defects within five days of delivery. The Buyer must give ATE reasonable opportunity to examine goods which the Buyer claims are defective.
16. Nothing in these Terms shall limit or exclude ATE's liability for:
 - a) death or personal injury caused by ATE's negligence;
 - b) any breach of section 12 Sale of Goods Act 1979;
 - c) fraud or fraudulent misrepresentation; or
 - d) any other liability which cannot be lawfully limited or excluded.
17. Subject to clause 16, if the Buyer is a business:
 - a) ATE shall not be liable to the Buyer for defective goods beyond replacement of the goods;
 - b) ATE shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential (howsoever caused) which arise out of or in connection with the supply of the goods;
 - c) It is also the responsibility of the Buyer to determine whether the goods supplied are fit for the purpose for which they may be required.
18. Subject to clause 16, if the Buyer is a consumer:
 - a) ATE shall not be liable for any loss or damage the Buyer suffers that is not a foreseeable result of the supply of defective goods. Loss or damage is foreseeable if they were an obvious consequence of the supply of defective goods or if they were contemplated by ATE and the Buyer at the time the order was placed; and
 - b) ATE shall have no liability to the Buyer for any loss of income or revenue, loss of business, loss of anticipated savings, or wasted time.
19. If the Buyer is a business ATE, its servants or agents, shall in no way be liable to the Buyer in connection with nor shall the Buyer be entitled to rely on, any advice, information, opinion, or statement, although given in good faith, whether oral or in writing, express or implied other than expressly set out in these Terms, save in the event of fraud or fraudulent misrepresentation.
20. Subject to clause 22, if the Buyer is a consumer, the Buyer has the legal right to cancel its contract with ATE by giving ATE written notice at any time up to 7 working days after the day after ATE delivers the goods to the Buyer. If the Buyer exercises this right to cancel:
 - a) ATE will refund the Buyer the price the Buyer paid for the goods, together with any delivery charges the Buyer paid ATE, within 30 calendar days of cancellation;
 - b) The Buyer must return the goods to ATE at the Buyer's cost as soon as possible. The goods will be at the Buyer's risk during transit; and
 - c) The Buyer must take care of the goods whilst they are in the Buyer's possession.
21. Subject to clause 22, if the Buyer does not have the right to cancel under clause 20, ATE will only accept back for credit goods which are returned to ATE within 28 days of delivery and are returned to ATE in the same condition as that in which they were supplied. The Buyer must return the Goods to ATE at the Buyer's cost. Goods returned to ATE are at the Buyer's risk during transit. ATE reserves the right to levy a 20% handling charge in respect of such goods.
22. Goods which have been specially ordered, made to a Buyer's specific instruction, or tampered with in any way, cannot be returned to ATE.
23. If the Buyer is a business, the Buyer shall indemnify ATE against all costs, claims, demands, expenses, and liabilities, whatsoever made by third parties, caused in whole or in part arising out of or in connection with the supply and/or use of the goods.
24. Save as provided in the Terms, all other warranties, terms and conditions, express or implied, statutory or otherwise are excluded to the fullest extent permitted by law.
25. For the purposes of the Contracts (Rights of Third Parties) Act 1999, ATE and the Buyer do not intend that any other party shall be able to enforce the Terms or the contract of sale to which they apply or any part thereof.
26. ATE may assign any order placed for goods or any part of it to any person, firm or company.
27. ATE shall not be liable for any failure to comply with any obligations under the Terms or the contract of sale to which they apply arising from circumstances beyond its reasonable control.
28. If any provision in the Terms shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of the Terms which shall remain in full force and effect.
29. The Terms and the contract of sale to which they apply supersede all prior agreements, whether oral or written. Each contract of sale shall be deemed to have been made in England and shall be governed in all respects by English law and the parties shall submit to the jurisdiction of the English Courts.