



## **AJM AUTOMATION LIMITED TERMS AND CONDITIONS OF TRADING**

### **1 Definitions**

- 1.1 "Buyer" means the person who buys or agrees to buy the Goods from the Seller
- 1.2 "Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller or its duly authorized employee
- 1.3 "Delivery Date" means the date specified by the Seller when the Goods are to be dispatched by the Seller or the date of actual delivery
- 1.4 "Goods" means the products and or services the Buyer agrees to buy from the Seller
- 1.5 "Price" means the price for the Goods excluding carriage, package, insurance and V.A.T
- 1.6 "Seller" means AJM Automation Ltd

### **2 Conditions Applicable**

- 2.1 These conditions shall apply to all contracts for the sale of goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms and conditions which the Buyer may purport to apply under and purchase order or similar document.
- 2.2 All orders for Goods shall be deemed to conclusive evidence of the buyer's acceptance of these conditions.
- 2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these conditions.
- 2.4 Any variation of these conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing.

### **3 The Price and Payment**

**AJM Automation Limited** 138 Main Street, Repton, Derbyshire, DE65 6FB

**T.** +44 (0) 845 2600 228 **F.** +44 (0) 845 2600 229 **E.** sales@ajmautomation.com **W.** [www.ajmautomation.com](http://www.ajmautomation.com)

**Registered in England number** 4113330. **VAT No.** 716 5971 17. E&OE.

- 3.1 The price shall be the Sellers quoted price or such other sum as shall have been agreed between the parties in writing.
- 3.2 Payment of the Price and applicable amount of V.A.T shall be due within 30 days of the date of invoice.
- 3.3 Interest on overdue invoices shall accrue from the date when payment becomes due from the day to day, until the date of payment at a rate of 4% above the Lloyds TSB plc's base rate from the time to time in force and shall accrue at such rate after as well as before any judgment.

#### **4 The Goods**

- 4.1 The quantity and the description of the Goods shall be set out in the Seller's quotation.

#### **5 Warranties and Liability**

- 5.1 The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller. Except where the Buyers is dealing as a consumer (as defined in the unfair Contract Terms Act 1977 section 12) all other warranties, conditions of terms relating to fitness for purpose, merchantability or condition of the Goods and whether implied by statute or common law or otherwise.
- 5.2 Manufacturer warranties are the direct responsibility of the said manufacturer.
- 5.3 Goods having Extended manufacturer warranties on and above those of the Sellers standard 1 year warranty be taken up directly with the said manufacturer as per the manufactures covering terms.

#### **6 Delivery**

- 6.1 Where Goods are delivered by the Seller or their agent, delivery is deemed to have taken place when the Goods are received at the premises of the Buyer or to the premises specified by the Buyer.
- 6.2 Where the buyer collects delivery it is deemed to take place on collection.

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## **7 Carriage**

- 7.1 Unless stated by the Seller to the contrary, prices stated do not include packing and delivery, which will be charged extra.

## **8 Claims**

- 8.1 All claims and shortages must be reported to the Seller within 10 days of delivery.

## **9 Title and Risk**

- 9.1 The Goods shall be at the Buyers risk as from delivery
- 9.2 In spite of delivery having been made property in the Goods shall not pass from the Seller to the Buyer until the Seller be paid the price plus V.A.T in full.
- 9.3 Until property in the Goods passed to the Buyer in accordance with 9.2 the Buyer shall hold the Goods on a fiduciary basis as bailee for the Seller.
- 9.4 Notwithstanding that the Goods remain the property of the Seller the Buyer may sell or use the Goods in the ordinary course of the Buyer's business at full market value for the account of the Seller. Any such sale or dealing shall be a sale or use of the Seller's property by the Buyer on the Buyer's own behalf and the Buyer shall deal as principal when making such sales or dealings. Until property in the Goods passes from the Seller the entire proceeds of sale of otherwise of the Goods shall be held in trust for the Seller.
- 9.5 The Seller shall be entitled to recover the price (plus V.A.T) notwithstanding that property in any of the Goods has not passed from Seller.
- 9.6 Until such time as property in the Goods passes from the Seller the Buyer shall upon request deliver up such Goods as have not ceased to be in existence. If the Buyer fails to do so the Seller may enter upon any premise owned, occupied or controlled by the Buyer where the Goods are situated and repossess the Goods. On the making of such request the rights of the Buyer under clause 9.4 shall cease.

- 9.7 The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods, which are the property of the Seller, without prejudice to the other rights of the Seller. If the Buyer does so all sums whatsoever owing by the Buyer to the Seller shall forthwith become due and payable.
- 9.8 The Buyer shall insure and keep the insured Goods to the full price against "all risk" to the reasonable satisfaction of the Seller until the date the property in the Goods passes from the Seller.

## **10 Remedies of the Buyer**

- 10.1 Where the Buyer rejects any Goods then the Buyer shall have no further rights whatever in respect of the supply to the Buyer of such Goods or the failure by the Seller to supply Goods, which confirm to the contract of the sale.
- 10.2 Where the Buyer accepts or has been deemed to have accepted any Goods then the Seller shall have no liability whatever to the Buyer in respect of those Goods.
- 10.3 The Seller shall not be liable to the Buyer for the late delivery of the Goods.
- 10.4 Upon Order Confirmation by the Seller, the Buyer is liable for full or part payment of the Goods to the value of costs incurred by the Seller.

## **11 Cancellation Charges Prior to delivery**

- 11.1 Failure to accept materials ordered will subject Customers to cancellation charges as follows

Days Prior to acknowledged Cancellation Charges Delivery Date As  
% of List Price

0-30 100%

31-60 50%

61-90 25%

## **12 Property Law of Contract**

- 12.1 This contract is subject to the law of England and Wales.

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