

A+T Instruments Ltd – Terms and Conditions of Sale

1. Definitions

In these Conditions:

- “Seller” means A+T Instruments Ltd, registered in England no: 9487375, with its registered office at Stags Gate House, 63/64 The Avenue, Southampton, SO17 1XS.
 - “Buyer” means the person, firm, or company purchasing Goods from the Seller.
 - “Goods” means electronic products and related items supplied by the Seller.
 - “Contract” means the agreement between the Seller and Buyer for the purchase and sale of Goods in accordance with these Conditions.
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2. Basis of Contract

2.1 These Conditions apply to all sales of Goods by the Seller and shall prevail over any terms or conditions provided by the Buyer unless otherwise agreed in writing by a Director of the Seller.

2.2 Orders placed by the Buyer constitute an offer to purchase Goods subject to these Conditions. The Contract is formed upon written acceptance of the order or delivery of the Goods by the Seller.

3. Prices and Payment

3.1 Prices are as set out in the Seller’s quotation or confirmation of order and are exclusive of VAT and any applicable duties, taxes, or carriage charges, which shall be payable by the Buyer.

3.2 Payment shall be due within days of the invoice date unless otherwise agreed in writing.

3.3 The Seller reserves the right to charge interest on overdue accounts at the rate prescribed under the Late Payment of Commercial Debts (Interest) Act 1998.

4. Delivery and Risk

4.1 Delivery dates are estimates only and time of delivery shall not be of the essence.

4.2 Delivery occurs and risk in the Goods passes to the Buyer when the Goods are delivered to the Buyer’s premises or otherwise to the agreed delivery location.

4.3 The Seller shall not be liable for any losses or expenses arising from delay in delivery.

5. Retention of Title

5.1 Title to the Goods shall not pass to the Buyer until the Seller has received payment in full (in cash or cleared funds) for:

- (a) the Goods; and
- (b) all other sums due or becoming due to the Seller from the Buyer.

5.2 Until title has passed, the Buyer shall:

- (a) hold the Goods on a fiduciary basis as the Seller's bailee;
- (b) store the Goods separately and keep them clearly identifiable as the Seller's property;
- (c) maintain the Goods in satisfactory condition and insure them for their full price against all risks to the reasonable satisfaction of the Seller.

5.3 The Buyer may resell the Goods in the ordinary course of business before ownership passes, but this right shall immediately cease if the Buyer becomes insolvent or fails to pay amounts due.

5.4 The Seller may at any time, before title passes and without liability, enter the Buyer's premises to recover Goods.

6. Warranty and Liability

6.1 The Seller warrants that the Goods shall, at the time of delivery, materially conform to any specification provided and be free from material defects in workmanship.

6.2 The warranty does not cover defects arising from (a) misuse, neglect, or improper installation; (b) fair wear and tear; or (c) unauthorised repair or modification.

6.3 The Seller's liability shall be limited to repair, replacement, or refund at its option, and in no circumstances shall exceed the price of the Goods. The Seller shall not be liable for any indirect or consequential loss.

7. Returns and Cancellations

7.1 The Buyer may not cancel an order without the Seller's written consent.

7.2 Any returned Goods must be authorised by the Seller and returned at the Buyer's cost in the original packaging and condition, unless returned due to Seller's fault.

8. Force Majeure

The Seller shall not be liable for any delay or failure to perform due to circumstances beyond its reasonable control, including but not limited to strikes, lockouts, accidents, war, fire, breakdown of plant, or shortage of raw materials.

9. Insolvency of Buyer

If the Buyer becomes insolvent or unable to pay debts as they fall due, the Seller may cancel the Contract and recover Goods supplied where title has not passed.

10. Governing Law and Jurisdiction

This Contract and any dispute shall be governed by and construed in accordance with the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the English courts.