

## A.T. INDUSTRIES STANDARD CONDITIONS OF SUPPLY

### 1. DEFINITIONS AND BASIS OF CONTRACT

- "A.T.":** A. T. Industries Limited;  
**"Buyer":** the person whose order for Products is accepted by A.T.;  
**"Contract":** any contract between A.T. and the Buyer incorporating these conditions for the sale of Products;  
**"Liability":** liability for any and all damages, claims, proceedings, actions, awards, expenses, costs (including legal costs) and any other losses and/or liabilities; and  
**"Products":** any materials, products and/or goods ordered from A.T. by the Buyer or to be supplied by A.T. to the Buyer.
- a) These conditions govern the agreement between A.T. and the Buyer to the exclusion of any other terms or conditions. Orders placed by the Buyer leading to a contract which is not expressed to be subject to these conditions shall still be subject to them.
- b) These conditions supersede and replace all previous terms and conditions previously notified to the Buyer. No variation to these conditions shall be binding on A.T. unless agreed in writing between the Buyer and one of A.T.'s authorised representatives.
- c) A.T.'s employees, sub-contractors and/or agents are not authorised to make any representations or warranties concerning the Products unless confirmed by A.T. in writing. No oral warranties or representations shall bind A.T. unless confirmed in writing. The Buyer acknowledges that the Buyer does not rely on any representation and/or warranty that has not been made in accordance with these conditions.
- d) Quotations shall be available for acceptance for a period of 30 days and may be withdrawn by A.T. at any time during this period by oral or written notice.
- e) A.T. shall have the right to refuse to accept any orders placed for Products.
- f) The Buyer shall be responsible for the accuracy of an order and for giving A.T. all information necessary for A.T. to perform the Contract.
- g) The Contract between A.T. and the Buyer shall come into effect on A.T.'s acceptance of the Buyer's order. No order for Products shall be deemed accepted by A.T. until confirmed in writing by A.T.'s authorised representative. In order to avoid orders being duplicated, all communications from the Buyer that are confirmations of orders previously placed shall clearly indicate the fact. Unless clear indication is given that a communication (verbal or written) is confirmation of an earlier order (whether verbal or written) the communication shall be treated as a new order and the Buyer shall accept delivery of the Products and pay for the same in full.
- h) Orders for Products may not be cancelled or suspended without A.T.'s written consent. If the Buyer cancels or suspends this Contract for any reason the Buyer shall have no further recourse against A.T. under this Contract and the Buyer shall indemnify A.T. and keep it indemnified against all Liability suffered by A.T. as a result of such cancellation or suspension.
- i) In no circumstances shall any Products be returned to A.T. without A.T.'s prior written consent.

### 2. PRICES AND PAYMENT

- a) Except as otherwise agreed by A.T. in writing A.T. may vary prices at any time. Prices are exclusive of value added tax and duties which shall be additionally payable. Prices quoted in any currency other than Sterling are based on the exchange rate at the date of the quotation and may be adjusted at any time up to payment to make up any shortfall caused by variations in the appropriate exchange rate. Prices are ex-works A.T.'s premises and do not include the cost of freight carriage, packaging or insurance which unless otherwise expressly agreed in writing will be additionally payable by the Buyer.
- b) Payment terms shall be set out in A.T.'s order confirmation. Unless otherwise stated in writing, A.T. shall be entitled to invoice each delivery of Products separately. Time for payment shall be of the essence. A.T. shall be entitled to charge interest at 2% above the base rate of HSBC plc from time to time on any monies owed to A.T. both before and after judgment for so long as such moneys are unpaid and such interest shall be compounded with monthly rests.
- c) The Buyer shall pay all sums due to A.T. without set-off, deduction, counterclaim or any other withholding of monies.

### 3. DELIVERY

- a) A.T. shall make reasonable efforts to meet quoted delivery dates. Time shall not be of the essence and A.T. shall not be liable for late or incorrect delivery however caused. A.T. reserves the right to deliver by instalments. Where Products are to be delivered in instalments, each delivery shall constitute a separate and distinct Contract and failure by A.T. to deliver, or any claim by the Buyer in respect of, any instalment shall not entitle the Buyer to repudiate and/or terminate this Contract as a whole.
- b) The Buyer shall inspect all Products on delivery. A.T. reserve the right to refuse claims for non-delivery damaged Products or shortages, if the Buyer fails to take the following actions:  
(i) Buyer shall endorse Carrier's note appropriately  
(ii) Buyer shall advise A.T. immediately by telephone and confirm such call in writing to A.T.  
(iii) Buyer shall send full particulars of claim to A.T. in writing not later than 10 days after the date of delivery or in case of non-delivery the Buyer shall advise A.T. in writing not later than 10 days after the date of invoice. The Buyer shall be bound to pay for all Products notwithstanding any alleged non-delivery or shortage of Products, if the foregoing conditions have not been complied with.
- c) A.T. will at its option either refund the price, repair or replace free of charge any defective Products where the defect is apparent on inspection provided that the defect is notified to A.T. in accordance with this clause 3.
- d) Any defective Products must be returned to A.T. for inspection if requested before A.T. will have any Liability for defective Products.
- e) A.T. may satisfy any order for Products by delivery of Products which are within 20% of the amount ordered and the price shall be adjusted pro rata, A.T. will at its option either refund the price or replace free of charge any shortage of Products in excess of 20% provided they are notified to A.T. in accordance with this clause 3.
- f) A.T. shall not be required to fulfil orders for Products in the sequence in which they are placed.
- g) If the Buyer refuses to take delivery of any Products then A.T. shall be entitled to withhold delivery of any other Products, to treat this Contract as repudiated by the Buyer and to rescind this Contract.

### 4. FORCE MAJEURE

A.T. shall not be liable for any Liability caused by delay in its performance or non-performance of any of its obligations where the same is occasioned by any cause that is beyond A.T.'s control. Should any such event occur A.T. may cancel or suspend any Contract without incurring any Liability.

### 5. TITLE AND RISK

- a) The risk in the Products shall remain with A.T. until delivery to the Buyer or its duly authorised agent whereupon such risk will pass to the Buyer who shall immediately, upon delivery, become responsible for insuring the Products for the full contract price against loss or damage however caused. The Buyer will also be solely responsible for storage, maintenance, handling, use and application of the Products and for complying with all statutory and other requirements in relation to the same.
- b) Delivery shall be deemed to occur:-  
c) at the time when the Products arrive at the place of delivery ready for unloading if A.T. has agreed to arrange transport; or  
d) when the Products leave A.T.'s premises.
- e) A.T. shall retain title and ownership of the Products until A.T. have received payment in full in cash or cleared funds of all sums due and/or owing for:  
f) the relevant Products supplied to the Buyer under this Contract; and  
g) any other products supplied to the Buyer by A.T. under any Contract and/or any other agreement between A.T. and the Buyer.
- j) The Buyer hereby authorizes A.T. to enter upon the premises of the Buyer or any agent for the Buyer where Products are stored or where A.T. may reasonably believe Products to be stored, for the purpose of checking compliance with this clause 5 and/or recovery of

all or any part of the Products where payment for the Products has not been made by the Buyer.

- k) Until such time as payment in full for all Products supplied by A.T. to the Buyer has been made the Buyer:  
l) shall hold the Products on a fiduciary basis as A.T.'s bailee; and  
m) shall store the Products separately from any other goods of the Buyer or any other person and in a manner which makes them readily identifiable as the Products of A.T.  
n) Notwithstanding the provisions of Clause 5.e), the Buyer shall be at liberty to sell or use the Products in the ordinary course of business. A.T. may revoke this power by notice to the Buyer if the Buyer defaults or appears likely to default in payment of the whole or any part of the price of the Products.  
o) A.T. shall have a lien over all property or goods including Products belonging to the Buyer which may be in A.T.'s possession in respect of all sums due from the Buyer to A.T.

### 6. WARRANTY

- a) The Buyer is solely responsible for the accuracy of its order. It is the Buyer's absolute obligation to specify clearly the Product being ordered, the specification required and the Buyer is responsible for the purpose for which the Products are used and the materials used with the Products. A.T. shall have no Liability for the failure of the Buyer to order the correct Product or specification and to assess the fitness for purpose of the Product; and/or  
b) any errors in any specification or details supplied by the Buyer.  
c) Samples, details and specifications produced by A.T. are intended as guidelines only and only give a general approximation of the Product. A.T. does not warrant that samples or instalments or batches of any Products shall comply with the specification, tone, colour match or quality of any other samples or instalments or batches of Products. In the event that there shall be any variation of quality of Products within one batch the Liability of A.T. shall be limited to the invoice price of the batch concerned.  
e) The Buyer agrees to indemnify A.T. and keep it indemnified against all Liability arising out of A.T.'s use of specifications, details and/or drawings supplied by the Buyer and shall indemnify A.T. against any claim by any Third Party caused by Products delivered by A.T. proving not to be fit and suitable for such Third Party's purposes for any reason.

### 7. DEFAULT

- If the Buyer:  
a) fails to make payment when due;  
b) breaches any terms of these conditions;  
c) pledges or charges any Products which remain A.T.'s property, or ceases or threatens to cease to carry on business, or proposes to compound with its creditors, applies for an interim order under Section 252 Insolvency Act 1986 or has a Bankruptcy Petition presented against it, enters into voluntary or compulsory liquidation, has a receiver, administrator or administrative receiver appointed over all or any of its assets, or takes or suffers any similar action in any jurisdiction;  
d) appears to due to any credit rating to be financially inadequate to meet its obligations under the Contract; and/or  
e) appears reasonably to A.T. to be about to suffer any of the above events.  
then all sums due from the Buyer to A.T. shall then become immediately due and payable and without prejudice to any other remedies A.T. shall be entitled to:  
i) withhold or suspend future or current deliveries of Products and delivery under any other agreement with the Buyer.  
ii) sell any property or goods over which A.T. has a lien and apply the proceeds of sale in discharging the costs or expenses of sale and interest due to A.T. and all principal sums due to A.T. in that order before accounting to the Buyer for any remainder.

### 8. INTELLECTUAL PROPERTY RIGHTS

- a) No representation, warranty or indemnity is given by A.T. that the Products do not infringe the intellectual property rights of a third party.  
b) The Buyer warrants to A.T. that A.T.'s use or possession of, or supply of Products to, all designs, samples, specifications and any other details supplied by the Buyer to A.T. shall not infringe any intellectual property rights of any third party.

### 9. LIMITATION OF LIABILITY

- a) A.T. shall have no Liability for any defect in the Products caused or contributed to as a result of the Products being used for display or demonstration purposes or being handled by the Buyer's customers.  
b) A.T. shall have no Liability for defective Products where the defect has been caused or contributed to by the Buyer to the extent so contributed.  
c) A.T. shall have no Liability to the Buyer if the price for the Products has not been paid in full by the due date for payment.  
d) A.T. shall have no Liability to the Buyer for defective Products, Products not despatched or Products damaged or lost in transit unless the event is notified to A.T. within the appropriate time limit set out in these conditions of supply.  
e) A.T. shall have no Liability caused or contributed to by the Buyer's continued use of defective Products after a defect has become apparent or suspected or should reasonably have become apparent to the Buyer.  
f) The Buyer shall give A.T. a reasonable opportunity to remedy any matter for which A.T. are Liable before the Buyer incurs any costs and/or expenses in remedying the matter itself. If the Buyer does not so A.T. shall have no Liability to the Buyer.  
g) A.T. shall have no Liability to the Buyer for any:-  
i) consequential losses;  
ii) loss of profits and/or damage to goodwill;  
iii) economic and/or other similar losses;  
iv) special damages and indirect losses; and/or  
v) business interruption, loss of business, loss of contracts, loss of opportunity and/or loss of production and/or loss of savings.  
h) The Buyer shall be under a duty to mitigate any loss, damage, costs or expenses that it may suffer (including by maintaining an adequate stock of Products).  
i) A.T.'s total Liability to the Buyer in relation to any one claim shall not exceed the price of the Products ordered to which the claim relates.  
j) Each of the limitations and/or exclusions in these conditions shall be deemed to be repeated and apply as a separate provision for each of:  
i) Liability for breach of contract;  
ii) Liability in tort (including negligence);  
iii) Liability for breach of statutory duty; and  
iv) Liability for breach of Common Law.

except clause 8(i) above which shall apply only in respect of all types of Liability. Nothing in this Contract shall exclude or limit A.T.'s Liability for death or personal injury due to A.T.'s negligence or any Liability which is due to fraud or any other Liability which it is not permitted to exclude or limit as a matter of law.

- l) All warranties, terms, conditions and duties implied by law relating to fitness, quality or adequacy are excluded to the fullest extent permitted by law.  
m) Nothing in these Conditions shall exclude or limit any of the Buyer's statutory rights which may not be excluded or limited due to it acting as a consumer. Any provision which would be void under any consumer protection legislation or other legislation shall to that extent, have no force or effect.  
n) The limitations in these conditions are necessary in order to allow AT to provide the Products at A.T.'s current prices. If the Buyer requires greater protection than A.T. will agree to modify the limitations and extend its guarantees in return for the payment of a higher price for the Products.

### 10. GENERAL

- a) The Contract and all claims arising out of it including non-contractual claims will be governed by and construed in accordance with English Law. In respect of all disputes arising out of the Contract including non-contractual claims A.T. and the Buyer irrevocably submit to the exclusive jurisdiction of the English Court.  
b) The Contract is personal to the Buyer and may only be assigned with the written consent of A.T.  
c) No waiver by A.T. of any breach of this Contract shall be considered as a waiver of any subsequent breach of the same provision or any other provision.