

## Atlas B2B Terms and Conditions

### 1. DEFINITIONS

- "Seller" means Atlas B2B Limited, whose trading address is at P.O Box 203 , Ryde , PO33 9FD and whose registered office is at 61 Marina Avenue, Ryde, PO33 1NN , UK registered in England No. 5711406 V.A.T.No.877942559
- "Buyer" means the business whose name is printed on the Order.
- "Contract" means the order and Order Confirmation (incorporating any Special Conditions)
- "Goods" means the goods or services (including any instalment of the goods or any parts for them which the Seller is to sell in accordance with these Terms and Conditions.
- "Order" means the Buyer's order for goods.
- "Multiple Orders" means there is more than one accepted Order of Goods / Services.
- "Order Confirmation" means the Seller's written Confirmation pursuant to Condition 3.3.
- "Incoterms" means the International rules for the interpretation of trade terms of the International Chamber of Commerce in force at the date when the contract is made.
- "Price" means the price at which the Seller has agreed to accept the Buyer's order and includes, where appropriate, the New Price as defined in Condition 4.3.
- "Person" means any person, firm or company.
- "Special Conditions" any conditions in relation to orders set out and designated as such in the Order Confirmation.
- "Terms and Conditions" means the standard terms and conditions of sale set out in this document.
- "Writing" includes, other than for the purpose of Condition 10, facsimile transmissions, electronic mail and writing on the screen of a visual display unit or other similar device.
- "Standard Shipping Paperwork" means the minimum required paperwork in order to allow for delivery of goods.

### 2. BASIS OF THE SALE

- 2.1 These Terms and Conditions and any Special Conditions will govern the Contract to the exclusion of any other terms, including any terms and conditions which the Buyer may purport to apply under any purchase order, confirmation of order or other document.
- 2.2 Any variation of these Terms and Conditions and the Special Conditions will only bind the Seller, if agreed in writing between authorised representatives of the Seller and the Buyer.
- 2.3 The Seller's employees are not authorised to make any representations concerning the Goods unless confirmed by the Seller in writing. In entering into any contract and in accepting delivery, the Buyer acknowledges that it does not rely on representations concerning the Goods which are not confirmed in this way.

### 3. ORDERS AND SPECIFICATIONS

- 3.1 All Goods are offered for sale subject to availability and subject to the Seller's acceptance of the Order.
- 3.2 No Order shall be deemed accepted by the Seller without a valid purchase order in writing from the Buyer.
- 3.3 No Order shall be deemed accepted by the Seller unless and until it is confirmed unconditionally by the Seller in writing.
- 3.4 Any literature published or submitted by the Seller to the Buyer which contains any descriptions, specifications, drawings or prices of the Goods is published or submitted for guidance only. The Seller reserves the right to make minor modifications in the design and specification of the Goods without notice to the Buyer, but agrees to notify the Buyer of any major or material modifications which the Buyer shall be deemed to have accepted unless notification to the contrary is received by the seller within 7 days.

### 4. PRICE

- 4.1 The Buyer will pay the Price together with an amount equal to VAT chargeable (where applicable) on the sale of the Goods.
- 4.2 The Seller may increase the Price before the Goods are delivered to the Buyer to reflect any increase in cost to the Seller including, among other things, increases in cost from manufacturers, taxes and duties, the cost of labour, materials, transport and other fees and charges.
- **4.3 Only applicable in the case of trade sales**
- 4.3 If the Price changes between the date of acceptance of the Buyer's order and delivery of the Goods by the Seller, the Seller will advise the Buyer of the changed Price (the "New Price"). The Buyer will be obliged to take delivery of the Goods at the New Price unless the Buyer advises the Seller at least 10 working days before the date for delivery that it will not pay the New Price. In this case the Seller will be under no obligation to deliver the Goods to the Buyer.
- 4.4 Any non refundable deposit paid by the Buyer to the seller is taken by the Seller as a security and proof of the good intentions of the Buyer in regard to completion of the contract. In the event that the buyer withdraws from the contract or fails to take delivery of the goods the Seller reserves the right to retain the non-refundable deposit in addition to any rights the Seller may have against the Buyer for breach of contract.

## 5. NATURAL PRODUCTS

- 5.1 By their nature, natural products vary in texture, grain and colour. While all reasonable efforts will be made by the Seller to ensure that the Goods supplied incorporating natural products will correspond as closely as possible to samples or displays previously inspected by the Buyer (and to each other), the seller gives no warranty in regard to an exact match of colour and texture.

## 6. PAYMENT

- 6.1 The Buyer will pay all amounts specified in the Seller's advice note or invoice in cleared funds on a proforma basis without any deduction or set-off on the grounds of any alleged breach of any contract between the Seller and the Buyer or on any other grounds. Unless agreed in writing by the Seller prior to acceptance of an order.
- **6.2 Only applicable if payment for goods or services is on a non proforma basis as agreed by the seller in writing prior to an order being accepted.**
- 6.2 If the Buyer fails to pay those amounts on the due date then, in addition to any other right or remedy available to the Seller, the Seller may do either or both of the following:
  - (a) Charge the Buyer interest (after as well as before judgment) on the amount unpaid at the rate of 5 per cent per annum above the base lending rate of Bank of England from time to time until full payment is made.
  - (b) Terminate the Contract or suspend any further deliveries to the Buyer without notice and without liability and without prejudice to all other rights of the Seller against the Buyer accruing at the date of termination or suspension.

## 7. DELIVERY

- 7.1 Goods shall not be released for delivery unless cleared funds have been received, except where agreed in writing by the seller.
- 7.2 The place for delivery of the Goods will be agreed between the Seller and the Buyer and shown on the Order Confirmation. If no place for delivery is so shown, the Seller may deliver the Goods by either:
  - (a) notifying the Buyer that the Goods are ready for collection from premises nominated by the Seller ("the Seller's premises"); or
  - (b) Tendering the Goods at any address agreed between the Seller and the Buyer.
- 7.3 In the case of delivery in accordance with Condition 7.2(a), the Buyer will load the Goods when the Goods are collected from the Seller's premises and the Buyer will be liable for any damage to the Goods or losses occurring during loading. In the case of delivery in accordance with Condition 7.2(b), the Goods will be, or will be deemed to be, unloaded by the Buyer and the Buyer will be liable for any damage to the Goods or losses occurring during unloading.
- 7.4 Any dates quoted for delivery of the Goods are indicative only. Time for delivery will not be of the essence of the Contract and the Seller will not be liable for any loss or expenses sustained by the Buyer arising from any delay in the delivery of the Goods howsoever caused.
- 7.5 The Buyer or, where relevant, the person to whom delivery is made in accordance with Condition 7.2(b), must inspect the Goods on delivery and sign the required proof of delivery document or collection acceptance document. A signature on that document will constitute conclusive evidence against the Buyer of receipt of the quantity of Goods indicated on that document free from any apparent defect or damage and in no circumstances will the Seller accept a return of Goods or any other liability in regard to apparent defect or damage where such Goods have previously been installed by or on behalf of the Buyer. The Buyer may not reject the Goods or any part of them solely on the grounds of short delivery of an instalment. If the Goods are alleged to be damaged or defective on delivery, a description of the alleged damage or defect must be given in writing with photographic proof at the time of delivery and signed by or on behalf of the Buyer or, where relevant, the person to whom delivery is made in accordance with Condition 7.2(b). The Seller reserves the right to make delivery of the Goods by instalments. If the Goods are to be delivered in instalments, each delivery will constitute a separate contract. The Buyer may not treat the Contract (as a whole) as repudiated if the Seller fails to deliver any one or more of the instalments or if the Buyer has a claim in respect of any one or more of the instalments.
- 7.6 If the Buyer fails to take delivery of the Goods then, in addition to any other right or remedy available to the Seller, the Seller may do either or both of the following;
  - (a) store the goods until actual delivery and charge the Buyer for the cost (including insurance) of storage, together with any other reasonable incidental costs;
  - (b) sell the Goods at the best price readily obtainable by the Seller and (after deducting all storage and selling expenses) charge the Buyer for any shortfall below the Price. The Buyer must advise the Seller in writing of any alteration, cancellation or deferral of delivery and the Seller reserves the right to make a charge (which will not normally be less than 20% of the cost of the item altered, deferred or cancelled), whether the goods have been taken into stock or not.
- 7.7 Goods must not be returned to the Seller except by prior arrangement confirmed in writing by the Seller.
- 7.8 In addition to the right of the Seller contained in Conditions 7.6(a), in the event the Buyer requests a delay in delivery of the Goods, which request is made less than 10 days prior to the agreed date for delivery, the Seller reserves the right to charge, and the Buyer shall pay the full difference of any delivery cost of the Goods on the delayed date.
- 7.9 Goods will not be insured against loss or damage during shipping and/or delivery unless insurance is requested by the buyer in writing prior to shipment.
- 7.10 Only Standard Shipping Paperwork will be issued and filed unless requested in writing by the buyer prior to shipment of Goods.
- 7.11 Should the Buyer wish to have Multiple Orders of Goods sent in one delivery rather than individually this should be agreed in writing prior to shipment and with the condition that the buyer is liable for any fees for storage and/or insurance of goods

## 8. RISK AND PROPERTY

- 8.1 Risk of damage to or loss of the Goods will pass to the Buyer;
  - (a) in the case of Goods delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection; or
  - (b) in the case of Goods delivered otherwise than at the Seller's premises, on delivery at the agreed address.
- 8.2 Notwithstanding delivery and the passing of risk in the Goods, property in the Goods will not pass from the Seller until the Seller has received in cash or cleared sums full payment of the Price and all other sums which are due, owing or payable by the Buyer to the Seller in respect of the Contract or any other Contract between the Seller and the Buyer and any payment schedule
- **8.3 Only applicable in the case of trade sales:**
- 8.3 Until property in the Goods passes to the Buyer:
  - (a) Save as provided in (b) the Buyer will keep the Goods as the Seller's fiduciary bailee. The Buyer will keep the Goods separate from those of the Buyer and third parties and keep the Goods properly stored, protected, insured and identified as the Seller's property.
  - (b) The Buyer may re sell the Goods in the ordinary course of its business but will account to the Seller for the proceeds of sale or otherwise of the Goods, (including insurance proceeds in the case of loss or damage). Until the Buyer has accounted to the Seller for the price (and all other sums owing by the Buyer to the Seller under and other Contract) of the Goods, the Buyer will hold the relevant debt due to the Buyer and the relevant proceeds on trust for the Seller. The Buyer will keep all such proceeds separate from any moneys or property of the Buyer and third parties.
  - (c) The Seller may at any time require the Buyer to deliver up to the Seller those Goods which have not been re sold. If the Buyer fails to do so, the Seller may enter the premises of the Buyer or any third party where the Goods are stored or reasonably believed to be stored and repossess them.
  - (d) The Buyer may not pledge or in any way charge by way of security any of the Goods which remain the property of the Seller.

## 9. LIABILITY

- 9.1 The Seller will not be liable for short delivery or defective Goods unless a claim is notified to the Seller in writing in accordance with Condition 11, within 7 working days of delivery. The Seller will not be liable for defective Goods unless a claim is notified to the Seller in writing in accordance with Condition 11 within seven working days of the Buyer becoming aware of the defect or, if earlier, within 6 months of delivery. In each case, the notification must include the invoice number, delivery note number and details of the claim. In the case of a valid claim, the Seller may, in its sole discretion, replace the Goods (or the part in question) or refund to the Buyer the Price (or an appropriate proportion of the Price). The Seller will have no further liability to the Buyer in respect of the matters referred to in this Condition 9.1.
- 9.2 The Seller will not be liable in any way for loss, damage, costs or expenses (including loss of profit) arising directly or indirectly from any failure or delay in performing any obligation under this Contract by reason of any event or circumstance outside the reasonable control of the Seller, including but not limited to), any strikes, industrial action, failure of power supplies or equipment, government action or Act of God.
- 9.3 Nothing in this Condition 9 shall limit or exclude any liability of the Seller for death or personal injury caused by the Seller's negligence. Except as provided in this Condition 9, the Seller will not be liable to the Buyer for any indirect or consequential loss or damage, costs, expenses (including loss of profit) or other claims for compensation whatsoever arising out of or in connection with the sale of the Goods or their use or resale by the Buyer.

## 10. INSOLVENCY OF THE BUYER

- If the Seller has required the Buyer to deliver up Goods in the circumstances described in Condition 8.3(c), or if the Seller reasonably believes that the Buyer has or is about to cease trading or has become insolvent or has entered or is about to enter into receivership or liquidation and notifies the Buyer of its belief, then in addition to any other right or remedy available to the Seller the Seller may terminate the contract or suspend any further deliveries under the contract without any liability to the Buyer. If the Goods have been delivered but not paid for, the Price and all other amounts payable by the Buyer to the Seller shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

## 11. NOTICES

- 11.1 Any notice given or made under the Contract will be in writing (other than writing on the screen of a visual display unit or other similar device, which shall not be treated as writing for the purposes of this Clause).
- 11.2 A notice will be addressed as provided in Condition 11.3 and, if so addressed, will be deemed to have been duly given or made as follows:
  - (a) if sent by personal delivery, upon delivery at the address of the relevant party; or
  - (b) if sent by first class post, two clear business days after the date of posting.
- 11.3 For the purpose of the Contract, notices will be given to the Seller at its address set out in Condition 1, for the attention of the Company Secretary. Notices will be given to the Buyer at its registered office or its principal place of business for the attention of the Purchasing Director/Manager.
- 11.4 The Seller and the Buyer may notify each other of a change in their name, relevant addressee and address for the purpose of Condition 11.3.
- 11.5 This notification will only be effective on:
  - (a) the date specified as the date on which the change is to take place; or

- (b) if no date is specified or the date specified is less than five clear business days after the date on which notice is given, the date falling five clear business days after notice of any change has been given.
- 11.6 This clause will not apply in relation to the formal service of any court documentation or other document arising in connection with any disputes under the Contract.

## **12. GOVERNING LAW AND JURISDICTION**

- 12.1 The Contract shall be governed by and construed in accordance with English law.
- 12.2 The parties irrevocably agree that the courts of England are to have non-exclusive jurisdiction to settle any disputes which may arise in connection with the Contract.

## **13. CERTIFICATION AND TESTING OF GOODS**

- 13.1 Goods will only be tested to the standards as agreed in the order.
- 13.2 The Buyer shall be liable for the costs incurred for any certification or testing of goods unless otherwise agreed by the Seller in writing.

## **14. GUARANTEE**

- 14.1 Goods will be guaranteed by the Seller for up to 12 months after delivery of goods on the condition that the goods are installed and used within the manufacturer's guidelines and are not modified and/or damaged through any action or inaction of the Buyer.

## **15. MISCELLANEOUS**

- 15.1 If the Seller does not exercise a right or power when it is able to do so this will not prevent it exercising that right or power. When it does exercise a right or power it may do so again in the same or a different manner. The Seller's rights and remedies under the Contract are additional to and not in derogation of, any other rights and remedies it may have at law.
- 15.2 If any provision of the Contract is held by any competent authority to be invalid or unenforceable in whole or in part, the validity or enforceability of the other provisions of the Contract and the remainder of the provision in question shall not be affected.

## **16. ANTI-BRIBERY AND ANTI-CORRUPTION**

- 16.1 The Supplier has a zero tolerance policy towards bribery and corruption, including as regards providers of services to the Supplier and Facilitation Payments/grease payments. The Buyer shall:
  - (a) comply with the Supplier's ethics, anti-bribery and anti-corruption policies in each case as the Supplier or the relevant industry body may update and notify the Buyer from time to time ("Relevant Policies");
  - (b) have and shall maintain in place throughout the term of this Agreement its own policies and procedures to ensure compliance with the Relevant Policies, and will enforce them where appropriate;
  - (c) comply with all applicable anti-bribery, anti-corruption and anti-money laundering laws and regulations, and will not offer, give or agree to give any person whatsoever, or solicit, accept or agree to accept from any person, either directly or indirectly, anything of value in order to obtain, influence, induce or reward any improper advantage; and
  - (d) not cause Supplier to breach any of the Relevant policies,

### **Internet Sales Only - Special terms regarding order cancellation rights**

## **17. CANCELLATION OF ORDER**

The customer shall have the right to cancel any order for goods made directly through this website in the following circumstances:

- (a) for any reason, within five working days beginning with the day after the customer receives the goods, subject to the written approval of Atlas B2B.
- (b) in the case of faulty or defective goods within seven days of receipt of the goods after delivery and provided that the fault or defect is not minor or trivial and is capable of rectification, and is so rectified, by Atlas B2B at Atlas B2B's cost).

Notice of the wish to cancel must be made by any one of the following means;

- by leaving it at or posting it to the address of Atlas B2B shown below
- by sending it by facsimile to the facsimile number of Atlas B2B shown below

- by sending it by email to the email address of Atlas B2B shown below.

## **18. REFUND ON CANCELLATION**

In the case of cancellation under 14(a) above, Atlas B2B reserves the right to deduct from any credit due to the customer (or to charge the customer, at the case may be) a sum equal to the normal delivery charge applicable to the product(s) in regard to re-delivery of the product(s) to Atlas B2B. Other than that, Atlas B2B shall refund to the customer all sums paid (including initial delivery charges (if any)) in respect of the product(s) in question. In the case of cancellation under 14(b) above, Atlas B2B shall be responsible for all sums paid (including initial and re-delivery charges (if any)) in respect of the product(s) in question.

**Note: Save in respect of faulty or defective goods, nothing in these Internet Sales terms shall give to the customer rights of cancellation in regard to goods made to the customer's specifications or clearly personalised or which have been installed by or on behalf of the Buyer or which by their nature cannot be returned or are liable to deteriorate or expire rapidly.**

## **18. IMPORTANT NOTICE IN REGARD TO SALES OF GOODS TO CONSUMERS**

"Consumer" means a buyer who does not purchase the goods in the course of any kind of business. NOTHING IN THESE TERMS AND CONDITIONS (OR IN THE CONTRACT) SHALL OPERATE TO DENY OR LIMIT ANY RIGHTS OF OR THE SELLERS LIABILITY TO ANY BUYER WHO IS A CONSUMER WHICH RIGHTS SUCH BUYER HAS AS LAW, AND IN THE EVENT OF CONFLICT BETWEEN THE TERMS OF THE CONTRACT AND ANY SUCH RIGHTS, THE LATTER SHALL PREVAIL IN FAVOUR OF THE BUYER.

## **19. USE AND STORAGE OF YOUR PERSONAL INFORMATION**

When you supply any personal information to Atlas B2B (e.g. for quote or order requests, B2B agreements, contact details) we have legal obligations towards you in the way we deal with that data. We must collect the information fairly, that is, we must explain how we will use it (see the notices on particular web pages that let you know why we are requesting the information) and tell you if we want to pass the information on to anyone else. In general, any information you provide to AtlasB2B will only be used within AtlasB2B and by its service providers. It will never be supplied to anyone outside AtlasB2B without first obtaining your consent, unless we are obliged or permitted by law to disclose it. We will ensure that all personal information supplied is held securely, in accordance with the Data Protection Act 2018 and the General Data Protection Regulation (GDPR).

**ICO Registration Number: Z9778108**

**Atlas B2B Limited, PO Box 209, Ryde, PO33 9FD, UK**

**Fax number +44 (0) 1983 613 700**

**Email [info@atlasb2b.com](mailto:info@atlasb2b.com)**

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