

# TERMS & CONDITIONS OF TRADING

## Definitions

**BUYER** - The person(s) or company whose order for goods is accepted by Axess

**GOODS** - all articles sold to the Buyer, including replacements for defective items

**CONTRACT** - any legally binding agreement arising between the Buyer and Axess for the sale of goods.

Headings in these conditions are for the ease of reference only and shall not affect interpretation.

## Order Acknowledgement

All orders will be accepted by Axess as subject to and in accordance with the following terms and conditions of sale, which shall be deemed to be incorporated into a Contract. By the placement of an order (by whatever means) the Buyer will be deemed to have acknowledged and accepted the said terms and conditions and will be bound by them. Axess will not accept any purported variation to the said terms and conditions that may be included in any written document (including any order form) from the Buyer, except by prior agreement by the Directors of Axess.

## Order Confirmation

Written confirmation of telephone orders must be clearly marked as such. Failing such confirmation, Axess will not be held responsible for the duplication of an order. Axess reserves the right to refuse any order at any time. No order may be cancelled without prior agreement of Axess.

## Pricing

Prices charged are those prevailing at the time of order. Prices quoted in any Axess publication are in £ sterling, ex-works, unless otherwise stated and are current at the time of printing. Axess reserves the right to amend prices at any time without prior notice due to currency fluctuations and the continuous increases in raw material costs.

## VAT

All prices quoted are exclusive of VAT, which will be added at the time of delivery in accordance with prevailing legislation.

## Payment Terms

Settlement for our invoices are

i) For credit account holders, 30 days. Interest will be charged at 2% per month for invoices outstanding over 30 days. **THE DESPATCH OF GOODS ORDERED CANNOT BE GUARANTEED IF OUR PAYMENT TERMS ARE NOT ADHERED TO.** In the event of the account being continually in arrears then Axess reserves the right to withdraw credit facilities.

ii) For Buyers without a credit account, goods are despatched against cleared funds. Payment is accepted by BACS, Cheque, Credit or Debit Card. Payments received by cheque will be insured through Transax.

## Credit Accounts

A Buyer wishing to open a credit account must furnish one bank and two trade references. Axess reserves the right in its absolute discretion to grant, refuse or discontinue any credit facilities at any time. Until a credit rating has been approved or established, payment of goods should be made in accordance with "Payment Terms" clause (ii).

## Change Of Address

Axess must be notified of any change of address in writing. The Buyer will be responsible for any and all costs and expenses resulting from the failure to notify.

## Collection Of Goods

A Buyer wishing to collect goods must do so within 2 working days of arranging the collection. If the goods are not collected within the said period, Axess will charge the Buyer a 20% restocking fee.

## Delivery Schedules

- i) Axess reserves the right to deliver the goods by instalments.
- ii) A price will be charged at the rate applicable to the total quantity of goods ordered.
- iii) Instalment deliveries can only be accepted for a maximum period of 12 months from the date of order.

## Delivery

Delivery will take place to the Buyers invoicing address unless otherwise agreed with Axess. Written confirmation of such alternative address must be provided by the Buyer. Axess may make delivery by any method of transport available. Axess will use reasonable endeavours to meet delivery estimates but cannot accept any liability whatsoever for failure to do so however arising. Failure to meet a delivery date where deliveries are by instalment under the Contract in accordance with "Delivery Schedules" clause (iii) shall not prejudice the right of Axess to make further deliveries by instalment under that contract.

## Short Delivery Or Damage In Transit

Axess will not consider any claim for shortage of delivery or damage in transit unless notice is given within 48 hours of the receipt of goods. No claim in respect of non-delivery of goods will be considered unless written notification is given to Axess within 10 days from receipt of invoice in respect of the goods. In this condition, time shall be deemed to be of the essence. **PARCELS RECEIVED IN A DAMAGED CONDITION SHOULD BE REFUSED AND AXESS ADVISED.**

## Returns

No goods should be returned without the prior consent of Axess and without a returns authorisation number having been obtained. The Buyer shall pay shipping charges for defective product unless other conditions are agreed by both parties. All returns are to be sent direct to Axess and not given to the company's representatives, insured via a method by which proof of delivery is registered. Returns must be packed securely in the same condition as supplied (including packaging) with the returns number clearly marked on the front of the package. All goods returned under warranty will only be accepted if accompanied by a returns note stating: -  
a) Name and address of sender, b) Date and number of relevant invoice, c) Returns number, d) Reason for returning goods and e) Nature of fault. We accept no responsibility for goods lost or damaged in transit. Without prejudice to "Returns" Axess reserves the right to replace, repair or credit in respect of all goods returned at its absolute discretion. Axess will not accept responsibility for goods which, in its opinion, have been the subject of undue wear and tear, accident, misuse, improper application or neglect. Goods incorrectly ordered by customers, and returned for credit, are subject to a handling charge of 20%, except in the case of orders placed for non-stock items, which cannot, under these circumstances, be returned for credit.

## Promotions

Axess may from time to time send the Buyer material or literature, in whatever form, promoting or advertising the sale of its goods, or otherwise, which may be sent or communicated by post, facsimile or electronic transmission or by which other means Axess sees fit and at the discretion of Axess. The Buyer acknowledges and accepts the right of Axess to do so. The usual terms and conditions of Axess apply to all goods and services featured in promotional material.

## Ownership

The risk of damage to or loss of goods supplied by Axess will pass to the Buyer from the time of delivery, where it becomes the responsibility of the Buyer to insure the goods. However, the title to the goods will not pass to the Buyer until payment in full of all sums due from the Buyer to Axess has been made.

If payment (whether in full or part) is not made by the due date, in accordance with "Payment Terms" or the Buyer is wound up, or a receiver appointed over any assets or the undertaking of the Buyer or an execution of distress be levied against the Buyer. Axess will be entitled without prior notice to the Buyer or any Liquidator or Receiver to retake possession of the goods (and for that purpose to enter upon any premises occupied or owned by the Buyer).

## Liability

Axess will use reasonable endeavours to ensure that all information and specifications contained in any Axess publication is correct and given in good faith, and therefore does not constitute as a guarantee. Axess reserves the right to alter any publication without prior notice and does not accept liability for any loss arising from any error or omission in any such publication. The Buyer will be responsible for ensuring the correct codes are supplied and that the goods ordered are fit for the purpose for which they are ordered.

## Force Majeure

Axess shall not be held liable in any respect or be deemed to be in breach of this contract whatsoever for any delay in the performance of, or the failure to perform, any obligation pursuant to any order or Contract, in each case, as a result of circumstances from in part or whole by act of God, embargo, governmental act, fire, accident, war, riot, strikes, lockouts, trade disputes, breakdown of plant or any other by nature or not beyond the control of Axess. If such circumstances delay or prevent the performance of any obligation under any order or Contract for 60 days or more, Axess shall be entitled by written notice to cancel or terminate such order or Contract or its outstanding obligations thereunder.

## Cancellation

If the Buyer becomes the subject of any act or proceeding under or in connection with the Insolvency Act 1986 or if the Buyer fails to make payment for goods when due, in accordance with "Payment Terms", Axess will be entitled to suspend and cancel all or any future deliveries or instalments under this or any other Contract between Axess and the Buyer.