

Terms and Conditions

1. Formation of Contracts

- All contracts to supply services made by **ATech Motor Solutions LTD** (“The company”) shall be deemed to incorporate these terms and conditions. No variation of, or addition to, these terms and conditions shall form part of any Contract unless made or specifically accepted by the company in writing.
- These terms and conditions shall override and take the place of any other terms and conditions in any document or other communications used by the Company, in concluding the Contract with the company.

2. Prices

Unless otherwise expressly stated in writing by the Company, orders are accepted on the basis that:

1. The Company is entitled, without prior notice, to adjust the price stated to take account of any change in specification made at the request of the Customer or any alteration, before the date of delivery, in the cost to the Company of labour, materials, sub-contracted services, import or export duties, tariffs, transport or any other costs which directly affects the cost to the Company of supplying the goods.

3. Terms of Payment

In the absence of any written agreement from the Company to the contrary and provided the Customer has an approved credit account, payment shall be made by the Customer to the Company within 30 days of the date of the Invoice. If any payment has not been made by the due date, the Company shall be entitled to charge and receive interest on the overdue amount calculated at 5% above the base rate of Lloyds Bank plc from the time calculated on a daily basis from the due date until payment received.

All goods remain the property of **ATech Motor Solutions Ltd** until the invoice is paid in full.

4. Invoice and Work Queries

Any query regarding work carried out by the Company or the Invoice must be confirmed, in writing, to the company within 7 days of the Invoice date.

5. Default or Insolvency of the Customer

If the Customer shall be in breach of any of its obligations under the Contract or if a distress warrant or other form of execution is levied against the Customer, or if the Customer shall make or offer to make any arrangement with his creditors, or have bankruptcy proceedings taken against him or, if a Limited Company, have a Receiver appointed to enter into liquidation, whether compulsory or voluntary, the Company shall at any time thereafter be entitled to determine the Contract. Notwithstanding any such determination the Customer shall pay the Company for all services rendered and goods delivered until and including the date of termination. The Company shall be entitled to repossess any goods that are in the possession or control of the Customer and the property in which remains with the Company and for such purpose to enter into and upon the premises of the Customer.

6. General Liabilities

1. The Company shall not be liable for any loss, injury or damage of any nature whatsoever, whether direct, indirect or consequential arising out of or in connection with goods supplied.
2. Every endeavour will be made to carry out the work by the times desired, but the Company shall not be liable for any delay, howsoever occasioned and this notwithstanding that a definite date for completion may be specified.

7. Modification of Terms

No modification or variation of these terms shall be binding on the Company unless agreed in writing by a Director of the Company.