

1. Definitions:

(a) "Buyer" means ATEC Associates Ltd (ATEC). (b) "Seller" means the individual or entity Specified as the seller, (c) "Goods" means the goods to be provided to the Buyer and Specified in the purchase order, (d) "Order" means any purchase order raised pursuant to these Terms (together, "the Agreement"), (e) "Specified" means specified in the Agreement or, where relevant, in an Order; (f) "Terms" means these purchase order terms and conditions; (g) "Damaged Goods" means those goods that have sustained damage that is apparent to Buyer either when handling the Goods in the course of accepting delivery, storing the Goods and dispatching the same to customers (and for this purpose it will be reasonable for Buyer not to have carried out any examination of the Goods other than of the external packaging of each item which is visible prior to dispatching the Goods to a customer) including without limitation any damage specified in the Buyer's manuals or practice directions and Defective Goods means all other damaged or defective Goods; and (h) "Deposits" means refundable money paid to the Seller prior to delivery of goods

2. Acceptance:

The Seller will be deemed to have agreed to all provisions of the Agreement upon one of the following to occur: (a) the Seller receiving any refundable deposit from the Buyer. (b) the Seller shipping the Goods to the Buyer, or (c) the Seller acknowledging acceptance of an Order in writing (whether as an original, facsimile or otherwise) or by e-mail.

3. Price:

The price of Goods (inclusive of all taxes, carriage and insurance) will be as agreed by the parties at the time of order. Unless otherwise specified, all prices will be in pounds sterling. Once an order is placed, the price of the Goods is fixed, save that in the event of a decrease in price (be this as a result of decrease in the Seller's gross price, currency, fluctuation or otherwise), Seller must immediately pass on the full benefit of the decrease to the Buyer for all outstanding orders.

4. Invoicing and Credit Notes:

The Seller must invoice the Buyer for any deposits or payments without delay. Invoices must be sent to Atec Associates Limited, 39C-D Bedford Avenue, Slough, Berkshire, SL1 4RA unless Buyer directs otherwise. The Seller must issue the Buyer with credit notes (i) for the return of Goods (irrespective of the basis of return) within 21 days of the date of return; (ii) where prices are reduced by the Seller for any reason, upon Buyer's request, for the amount of the adjustment on all Buyer's existing inventory within 21 days of notification of price adjustment; and (iii) for any amounts otherwise payable within 21 days of the date on which the amount per stock item is agreed.

5. Payments and Discounts:

Payments made will be in pounds sterling and any refundable deposits will be made in pounds sterling. Any returned deposits must be made to the originating back account immediately upon request.

6. Packing, Pallets, Paperwork and Delivery:

The Seller must package the Goods appropriately to ensure they are reasonably protected from damage during shipment, handling and storage and in accordance with any directions, from time to time, to the Seller as to how Goods should be palletised, the paperwork that the Buyer requires to accompany each delivery.

7. Orders and Delivery:

The Seller must delivery the Goods in accordance with the deadlines for delivery specified on the Form during the Buyer's business hours.

8. Delivery address and cost:

Unless otherwise specified, the Seller must, at Seller's cost and expense, deliver the Goods to the UK address specified by the Buyer, or to Buyer's designated UK carrier, under the Agreement.

9. Time of the essence:

Time is of the essence to the delivery of Goods to the Buyer and the Buyer may terminate any order if the Goods are not delivered on time and in accordance with clauses 7 and 8.

10. Risk:

Subject to any rights the Buyer may have under clause 13 (returns), risk in and title to the Goods. Title to the Goods will pass to the Buyer when payment for the relevant Goods has been received by the Seller in full. The Seller acknowledges and agrees that, notwithstanding the foregoing, the Buyer may deal with all Goods before such payment is made.

11. Rejection of Goods:

The Buyer may at any time prior to acceptance of delivery reject any Goods that do not strictly comply with the descriptions, warranties, specifications or other requirements of the rejected Goods. Goods replaced or repaired will be subject to the provisions of this Agreement in the same manner as those delivered hereunder. Under these circumstances, the Seller must refund any deposits to the Buyer immediately upon request.

12. Cancellation and Charges:

The Buyer may cancel or change any Order or any part thereof by written notice to the Seller any time before despatch. Upon any change, the price payable under the relevant Order will be equitably adjusted to take full account of the charges.

13. Indemnity:

The Seller will defend, indemnify and hold harmless the Buyer and its affiliates (and their respective directors, officers and representatives) from all claims, losses, damages, costs, liabilities and expenses (including any settlements and any reasonable legal fees) arising out of (a) any fraud or deceit or any negligent act or omission of the Seller, its employees or agents, (b) any defect in the Goods, (c) any breach of this Agreement by the Seller (including, without limitation, any breach of clauses 2 and 4 and 7 (d) any third party claim or proceeding involving the Goods that is made on the basis that such third party's intellectual property rights are infringed, (e) the death, injury or illness of any person, property damage or loss, or any other damage or loss due in whole or in part to a patent or latent defect in, or recall of, any of the Goods, (f) any failure to state adequate warnings or instructions as to the Goods, or (g) any advertising or promotional material that appears on the Seller's Goods or packaging.

14. Compliance and Laws:

The Seller and its representatives must comply and must ensure that the Goods comply with all applicable laws, regulations and other requirements, now or hereafter in effect, of governmental authorities having jurisdiction over this Agreement or the Buyer and/or the Seller.

15. Return Policy

Unless otherwise agreed, ATEC does not accept the return of goods. If agreement with the Purchaser is reached ATEC is entitled to a surcharge of 14% of the price of the returned goods.

16. Assignment:

The Seller must not assign the Agreement (in whole or part) or sub-contract any of its obligations thereunder without the Buyer's written consent.

17. Applicable Law:

This Agreement will be interpreted and enforced in accordance with the laws of England and Wales and the Buyer and the Seller submit to the non-executive jurisdiction of the English courts.

18. Seller's terms and conditions do not apply:

The Buyer will not be bound by and specifically objects to any term, condition or other provision that is different from or in addition to the provisions of the Agreement and that has been proffered by the Seller in any quotation, invoice, shipping document, acceptance, confirmation, correspondence or otherwise, unless the Buyer specifically agrees to such provision in writing.

19. No Waiver:

Any failure by the Buyer to enforce the Seller's strict performance of any provision of the Agreement will not constitute a waiver of the Buyer's right to subsequently enforce such provision or any other of the provision of the Agreement.

20. No Limit on Rights:

The rights, remedies and warranties afforded to the Buyer pursuant to the Agreement are in addition to and do not in any way limit any other rights, remedies or warranties that may be afforded or available to the Buyer at law or in equity.

21. Severability:

If any provision of the Agreement is held to be invalid or unenforceable, that provision will be severed from the Agreement and the remainder of the Agreement will continue in full force and effect.

22. Force Majeure:

The Seller will not be liable for delays that are beyond its reasonable control, provided that the Seller gives the Buyer prompt written notice of the delay and takes commercially reasonable measures to mitigate the delay.