

## TERMS & CONDITIONS

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### 1. Definitions

**Contract** - the document or documents that set out these conditions and all other details about your agreement with us. Placing an order does not form a legally binding contract. A contract is formed only when we have received the order, received payment and accepted your order.

**We, us – ATS Pro Equipment Ltd**, Unit 4, Kirklees Steel Works, Grove Street, Brighouse, West Yorkshire, HD6 1PL

Or, Press Tools and Alpha Press Tools, which is the E-Commerce trading division of **ATS Pro Equipment Ltd**, registered in England, number **13047856**.

**You** - the person, firm, company, or other organisation buying the goods from us.

These conditions override any terms and conditions you may have put forward, unless we have agreed to any other conditions in writing.

These conditions do not affect your statutory rights as a consumer and are written in line with UK trading laws, standards and distance selling regulations.

The contract will be governed by English Law.

### 2. Our charges

**a. Payment terms for buying goods.** You must pay us when you place your order by our preferred and specified methods.

**b. Payment Methods.** We accept various types of payments including Paypal, Visa, MasterCard and Visa Debit, whilst paypal also has the option of payment via American Express. These details are taken using 128-bit encryption and a secure server.

Alternatively, you can contact us to initiate payment via Bacs or direct bank transfer.

**c. Tax Charges.** All product and shipping prices shown include UK 20% VAT.

Products shipped to EU countries will also incur a 20% UK VAT rate unless you contact us prior to arrange 'Zero rated' VAT invoice.

Zero VAT rated invoices are only possible on the receipt of confirmed EU VAT number and we can only deliver to address of said EU registered business.

Our invoice to you will show the VAT amount charged. The invoice will contain our VAT registration number so that VAT registered customers can claim the tax back.

d. **Trade Accounts.** We do accept some types of 'trade accounts. A trade account is only applicable on completion of acceptable account application form and where we have agreed the payment terms, payment schedule, any applicable discounts in writing prior to order acceptance and notified you in writing.

It is our discretion if at any point to terminate the use of trade account and request outstanding debts in full subject to charges outlines below.

e. **Interest and other charges.** If you do not pay any amount when it is due, at our discretion we will add interest to the amount that is overdue. We will add interest each day at a rate equal to 4% above our Banks base rate at the time. Charging interest will not affect any other rights we may have.

You must also pay any of our reasonable expenses in recovering money or goods from you.

If you have a trade account with us, this is subject to our pre agreed payment terms.

If you have failed to pay within your pre agreed payment terms then, at our discretion, we may add 8% to the overall value of overdue invoices after a period of 14 days overdue, with costs incurred passed on to you. Any additional charge incurred may chargeable on retrospective invoice specifically for late payment fee's.

We also reserve the right to employ independent debt collection agency of our choice who may act on our behalf to reclaim monies owed due to late payment and any addition fee's incurred that are outside of our control.

### **3. Delivery and collection charges**

You must pay us any agreed charges for delivery or collection of goods. If we quote carriage charges, these only cover the time needed to load or unload our vehicle at the address you have specified. You must pay extra for any further time you cause us to spend, including if we try to follow your instructions for delivering or collecting the goods but cannot do so because of your acts or failure to do something.

Stated delivery charges cover the UK mainland excluding the Highlands of Scotland.

An additional charge will be made for delivery to other areas.

Deliveries must be signed for by the recipient. Failure to do so may result in failed delivery and a subsequent "return to sender" process. Should re-delivery be required as a result of no signature, you may be charged for subsequent delivery requirements.

Unfortunately, we cannot facilitate drop-shipping for other dealers. We reserve the right to cancel any orders and accounts that we believe to be drop shipping.

### **4. Returns**

#### **a. Damaged or Faulty.**

We request that you inspect the goods purchased within 48 hours of receipt to ensure that they are received in good condition. – Any faults or damage should be reported within this period so to assist us with procedural activities such as claim or contact with the manufacturer or remuneration and claim in the event of courier damage or damage in transit.

You will be requested to provide a description of damage / fault and in addition photo evidence to support our claim. This may include photo evidence of damage to inner and outer packaging as well as photo evidence of actual goods purchased.

Failure to provide evidence of damage or fault may result in rejection of your claim at our discretion.

If you the customer receive faulty goods, we request that you contact within 24 hours but as a bare minimum within the first 7 days, so we can offer advice or contact the manufacturer to remedy any issues. Failing this, If you are local to a repair agent we can put you in touch with them, or we can collect and have it repaired directly with the manufacturer our within our own approved repair facility. ATS Pro Equipment or its subsidiaries will arrange collection/delivery. If the manufacturer or at our discretion we class any faults or damage caused by misuse, then customers will be required to pay the costs incurred within 60 days or the tool will be resold.

Damaged goods must be signed damaged upon delivery, or we cannot refund your purchase. Always check your delivery CAREFULLY for external damage before signing the acceptance note. After 7 days all tools will be repaired under the manufacturer's warranty.

After 7 days any carriage charges become the responsibility of the purchaser to get the tool to us or manufacturer.

In line with distance selling regulations, you have up to 14 days to cancel or change your mind and return your purchase, or up 30 days if found to be faulty/damaged.

In case of cancellation on your part, you must pay the return postage costs.

If we consider your return to be unacceptable as a standard return, then we will contact you with 14 days of its return to notify you. In this case, we will send you a report with evidence detailing the issue and offer either a restocking charge against your payment or credit trade account, or rejection of return. Following this report, you shall have 7 days to respond to either accept the restocking charge or request the goods to be resent to you and provide an address of where to send the goods. Failure to respond after 7 days shall result in goods return being reject and goods will be resent to the original address provided.

Any rejection of return – the carriage to resend the goods back to you shall be paid by you.

#### **b. Items no longer required / incorrectly ordered**

All charges for return of an order including returns, undelivered & refunds must be made by the purchaser.

If you have changed your mind or want to amend the order prior to us sending, It may be possible to overcome this by sending change requests via the sales email address or calling at your earliest opportunity.

Returns are the responsibility of the purchaser at own cost, with reputable carrier.

#### **Definition of “Consumer” and “Trade”**

“**Trade**” means a person acting for the purposes relating to that person's trade, business, craft or profession, whether acting personally or through another person acting in the trader's name or on the trader's behalf.

“**Consumer**” means an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession.

**Trade Customers** - If you, the trade customer incorrectly order\* or no longer require an item purchased, we will refund/credit the said item in full, excluding any postage and packaging charges that we have incurred when shipping, and/or collecting the said item providing the returned goods are complete with the original packaging and are in a re-saleable condition, in the same condition as you would have received them - you must inform us in writing within 7 days of receipt of the item and the goods are returned to us within 14 calendar days of receipt. For our full returns address, see Customer Services at the bottom of these Terms & Conditions. We may at our discretion accept goods back after this time but we reserve the right to charge a restocking charge of up to 30%.

\*Customers are responsible for ensuring they have entered a correct delivery and billing address. Your items will be sent to the exact delivery address stated on your order and if this is incorrect, we unfortunately cannot reimburse you if your order does not make its way to you.

If you have made a mistake when ordering an item please get in touch and we will endeavour to update your delivery address if your order has not been dispatched.

**NOTE – YOU must contact us prior to returning any goods purchased to ensure the goods are acceptable for return and to obtain a returns authorisation.**

## **Domestic Consumers**

### **Consumers – Right to Cancel**

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire 14 days from the day you receive your goods or in the case of a split delivery the day on which that last part of your order is delivered.

To exercise the right to cancel your contract with us, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail).

**ATS Pro Equipment Ltd,  
RCM Business Centre,  
Sandbeds Trading Estate  
Dewsbury Road,  
Ossett,  
West Yorkshire,  
WF5 9ND**

**Telephone - 0113 821 4414 or 0113 518 4880**

**Email – info@atsproequipment.co.uk**

You may use our cancellation form that can be found here, but it is not obligatory. You can also electronically fill in and submit the model cancellation form on our website [www.atsproequipment.co.uk](http://www.atsproequipment.co.uk). If you use this option, we will communicate to you an acknowledgement of receipt of such cancellation on email without delay.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

### **Effects of cancellation**

If you cancel this contract, we will reimburse to you all payments received from you less the cost of delivery. We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

We will make the reimbursement without undue delay, and not later than –

(a) 14 days after the day we receive back from you any goods supplied, or

(b) (if earlier) 14 days after the day you provide evidence that you have returned the goods.

(c) For trade account cancellations and credits will be made via internal records on account basis.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

You shall send back the goods or hand them over to us at :-

**ATS Pro Equipment Ltd,  
RCM Business Centre,  
Sandbeds Trading Estate  
Dewsbury Road,  
Ossett,  
West Yorkshire,  
WF5 9ND**

without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send the goods back before the period of 14 days has expired. You will have to bear the direct cost of returning the goods.

You are only liable for any diminished value of the goods resulting in the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

**We recommend that any goods you return you should appoint a registered delivery service and that you package and protect all items so that they are received back in the condition that you sent them.**

**We may at our discretion accept goods back after this time but we reserve the right to charge a restocking charge.**

**It is your responsibility to ensure that goods are returned in good condition, including the avoidance of packaging damage, generally in the same, new condition as they would have been received by you from us. – Failure to notify us of damaged product and packaging will result in deduction as a restocking charge or rejection of return request.**

#### **List of restocking charges.**

<b>Inadequate or damaged packaging</b>	-	<b>-15%</b>
<b>Damaged Product minor</b>	-	<b>30%</b>
<b>Damaged Product major</b>	-	<b>50% or return rejected.</b>

Customers are responsible for ensuring they have entered a correct delivery and billing address. Your items will be sent to the exact delivery address stated on your order and if this is incorrect we unfortunately cannot reimburse you if your order does not make its way to you.

If you have made a mistake when ordering an item please get in touch and we will endeavour to update your delivery address if your order has not been dispatched.

#### **5. Manufacturers Warranty**

Manufacturer's warranty is specified by the manufacturer of the said item and may be stated within any documentation supplied with the said product or via applicable manufacturers information online. Warranty should be ascertained by the buyer at time of sale and requested in writing.

Any product sold under ATS Pro Equipment Ltd.'s own brand, warranty is subject to the suitable inspection and if found not be qualifying for warranty for cases such as misuse, accidental damage, etc – warranty will be refused on our discretion.

## **6. Limits of our liability**

- a. All the times we quote for delivering or collecting the goods are approximate.
- b. We will not be liable for any delays caused by circumstances beyond our reasonable control, e.g. acts of God, civil commotion, riots, flood, fire, war, viral pandemic and legislation.
- c. If the goods break down or stop working properly during a manufacturer's warranty period (see 5. Manufacturer's Warranty), we will advise on arranging the appropriate and suitable action.
- d. We will not be liable for any indirect loss, or any loss of business or profits, savings you expected to make, wages, fees or expenses caused by the goods or any part of them breaking down or stopping working properly.
- e. We will not be held liable for material or labour costs, whereby equipment sold under brand of ATS or Alpha has been found faulty or otherwise unless expressly agreed prior to sale.
- f. Any liability for faulty items should be expressed in writing at your earliest possibility within 7 days of purchase and a detailed report from independent and qualified specialist should be submitted.
- g. ATS Pro Equipment Ltd will not be held responsible or liable for costs for remedial work required or cost caused by faults to tooling or equipment supplied.
- h. Tools sold by ATS Pro Equipment Ltd may be classed as specialist tools. As such it is expected that tools associated with a specialism such as plumbing, heating pipework and / or electrical installation shall be used by correctly qualified users. Persons using specialist tools should have relevant qualifications in order to achieve suitably reliable installation of plumbing, pipework and electrical components, or user have had specific training from an ATS Pro Equipment Ltd approved training officer and retain certification. Failure to comply with training requirements will lead to noncompliance of guarantee or liability provided.

## **7. Ownership of and responsibility for the goods you buy**

- a. If you buy any goods from us, you will become responsible for loss or damage as soon as the goods are delivered to you or your premises.
- b. We own the goods until full payment has been received for all the goods we have supplied. We have the right to ask for the goods back if payment is not made in full for them.

## **8. Separate terms**

If any term in this contract cannot be enforced, this will not affect the remaining terms.

## **9. Use of Equipment**

For any technical equipment purchased by the buyer or supplied by ATS Pro Equipment Ltd or any trading partners, the buyer assumes all responsibility for technical use and any training requirement. ATS Pro Equipment Ltd are able to offer full training for technical products. Any damage or personal injury caused by incorrect use of equipment supplied is the full responsibility of the buyer and no claim can be made towards ATS Pro Equipment Ltd.

Likewise, in case of hire of technical equipment, it is the hirer's responsibility to ensure both correct use and safe practice. In case of personal injury, the user and hirer accept all responsibility.

## **10. Privacy Policy**

ATS Pro Equipment Ltd collects information lawfully and in accordance with GDPR and the Data Protection Act 1998. View our Privacy Policy for full details.

- a. Information is collected during the ordering / registration process. The information is used to process your order.
- b. The type of information that is collected about you includes: your name, your postal address, contact phone and / or mobile number, your VAT number, e-mail address, credit / debit card details (processed by Stripe-Pay or Paypal) and dispatch address if different than you postal address.
- c. We will not e-mail you in the future without receiving permission from you first.
- d. If you have any questions / comments regarding privacy, please contact us by email: **info@atsproequipment.co.uk**.

## **11. Handling Complaints**

ATS Pro Equipment Ltd endeavours to respond to complaints within five working days of the complaint being received. All complaints should be forwarded to our customer services at the address below.

It is in our best interest to ensure that all complaints are dealt with fairly, effectively, and in a confidential manner.

## **12. Customer Services**

Customer services can be contacted by Telephone 0113 518 4880 (see times below), or email **info@atsproequipment.co.uk**.

Between the hours of: Weekdays, Monday to Friday - 09.00 Hrs - 17.00Hrs GMT.

An answering machine will be in operation out of these hours for you to leave a message for one of our staff to contact you. N.B. Do not forget to leave a daytime phone number.

Customer Services Postal Address:

**ATS Pro Equipment Ltd,  
Unit 4  
Kirklees Steel Works  
Grove Street  
Brighouse  
West Yorkshire  
HD6 1PL**

## **13. General**

If you order products from our website, we will send you an email confirming receipt of your order. Your order is an offer from you to us to purchase the goods. We accept that offer when we send you an email confirming that we have sent the goods to you.

Product descriptions and illustrations have been given in good faith but due to manufacturers policies of development and improvement may result in change and therefore they do not form any part of our contract. Images and colours on the web site may not be accurate reproductions and are provided for guidance only.

In the event of any price errors or changes these will be confirmed to you prior to dispatching. In the event of a pricing error, we reserve the right to cancel any orders relating to such pricing error(s).

All offers are subject to availability. All trademarks throughout this web site are acknowledged.

#### **14. Reproduction**

Reproduction in any form of this web site is strictly prohibited without prior written permission of ATS Pro Equipment Ltd.

#### **15. Spamming and Abuse**

We reserve the right to block/ban any user/IP Address which is believed not to be a genuine customer or potential customer of the company.

#### **16. Events Outside Our Control**

16.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).

16.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- (a) Strikes, lockouts or other industrial action.
- (b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
- (c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic, or other natural disaster.
- (d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- (e) Impossibility of the use of public or private telecommunications networks.
- (f) The acts, decrees, legislation, regulations, or restrictions of any government.

16.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.