



Machine Trading Terms & Conditions

The Company:	CNC Management Ltd
Trading as:	The Machinery Management People
Sellers:	Client (implies singular and plural form)
Buyers:	Purchaser (implies singular and plural form)
Listing(s):	New & Used equipment
Offer / Buy Now:	Constitutes a legally binding transaction once submitted

1. All "Listing(s)" sales and these conditions of sale shall be governed by and construed in accordance with English Law and shall be subject to the jurisdiction of English Courts.
2. We reserve the right to amend these Terms & Conditions as a whole or in any part at any time. Any revisions, updates and changes will appear on our website; it is your responsibility to check and review the Terms & Conditions periodically.
3. The Machinery Management People acts as agent in respect of goods offered for sale and herein shall be known as the "The Company".
4. Person(s) instructing "The Company" to sell goods are herein known as the "Client".
5. Person(s) who submit a make an offer / buy now against a "Listing(s) offered for sale by the "The Company" are herein known as the "Purchaser".
6. a) Commission Sale Listing Only
"The Company" makes every reasonable effort to ensure the accuracy of the commission sale listings and other publicity except where specifically instructed so to certify by a "Client(s)", declare that all statements, oral or in writing, are those of opinion only, made without responsibility and shall not give rise to any action in law or damages, compensation or rescission of sale by a "Purchaser", against any "Client", or "The Company".
b) Advertised Sales Only
"Client(s)" who advertise are solely responsible for the description, condition and accuracy of the "Listing(s)". Should the "Purchaser" not utilize "The Company" management services and deal directly with the "Client". The "Company" will not be connected in any way to that sale and will not be liable or responsible under any contract for the sale which you enter into with the "Client".
7. "Listing(s)" may be of an age or nature, which preclude their being in good or standard condition. Some advertised descriptions may make reference to current condition, however, omission of such a reference does not imply a "Listing(s)" is free from defects or faults and appearance nor does any reference to a particular defect imply the absence of others.
8. "Purchasers" should therefore satisfy themselves by physical inspection of "Listing(s)" or utilise the Management Services of "The Company" on any listing, before making an offer or buy(ing) now. As to the origin, authenticity, quality, quantity, age, weight, size and general description, as "Listing(s)" are sold in their



actual state with all faults, imperfections or errors of description.

9. Any discrepancy over "Listing(s)" must be notified to the "The Company" prior to removal by "Purchaser" or agent.
10. We recommend all "Purchasers" of "Listing(s)" utilise when available the Management Services of "The Company" in regard to online buying, on any item when no physical inspection has been carried out prior to purchase.
11. Electrical/mechanical goods on all "Listing(s)" are sold untested, without warranties or any guarantees as to serviceability or working order, unless covered by "The Company" Management Service product or warranty.
12. All "Purchasers", or their appointed representative, attending viewing or collecting at a "Client's" premises - shall be deemed to be on the land and premises at their own risk and shall have no claim against the "The Company" or their principals in respect of the cancellation/postponement of a sale or any loss, accident or injury, however occasioned, save in so far as the same is proven to be caused by the direct negligence of an employee(s) of the "Purchaser" or the 'Client'.
13. Persons contracted or employees of the "Purchaser's" company handling "Listing(s)", which require handling at "Client's" premises do so at their own risk and shall make good all loss and damage howsoever sustained. Such estimate of cost to be assessed by the "The Company" whose decision shall be final. All "Purchasers" and/or their designated agents collecting "Listing(s)" must have a detailed collection note, including a list identifying the "Listing(s)" for collection and "Purchaser's" delivery address; "Listing(s)" will not be released for collection without the correct paperwork.
14. All buyers acting for themselves or on behalf of a "Purchaser" must be over the age of 18 years old.
15. In making an offer or buy now, "Purchasers" acknowledge and confirm acceptance of these terms and conditions, that they are entering into a legally binding contract and that they are satisfied as to the description and condition of "Listing(s)".
16. By placing an offer or buy now on a "Listing(s)" the "Purchaser" represents, warrants and undertakes that it has the authority and capacity to enter into a legally binding contract and close the transaction and that any accepted offer or buy now that it makes constitutes an irrevocable offer to buy the "Listing(s)" in question for the full amount of the offer or buy now submitted.
17. A non-refundable deposit payment of 12% of the total purchase price, will be taken from the "Purchasers" credit / debit card, or on receipt of invoice, upon their submission of an accepted offer or buy now on a "Listing(s)", with final payment terms as stated in point 24 below.
18. "The Company" reserves the right and shall not be obliged to accept any or the highest offer tendered and reserves the right to refuse the highest offer confirmation of purchase of any "Listing(s)" without reason or justification.
19. "Listing(s)" are sold subject to any announcement, declaration, and alteration of description or other matters, made by the "The Company" prior to the invitation of offers.
20. On completion and notification of the highest offer, acceptable to the "The Company", known as the "Purchaser". Any dispute shall be settled by the "The Company", whose decision shall be absolute and final. No "Listing(s)" shall be transferred.



21. "The Company" may divide, combine, add to or withdraw "Listing(s)" and make any catalogue alterations without notice or reason at their absolute discretion and without justification.
22. "The Company" shall not be responsible for default on the part of "Client" or "Purchaser". Any resultant deficiency, together with interest, costs and expenses, shall be made good by the defaulter, recoverable as and for liquidation damages. This condition is, however without prejudice to the right of "The Company", in appropriate circumstances to enforce the sale contract if they so, choose.
23. The contract of sale is made with "The Company" as principal agents for the "Client" and payment shall only be made to them. Notwithstanding the foregoing, "The Company" shall retain a lien on all goods which shall not pass to the "Purchaser" until full payment has been received.
24. "Purchaser's" premium for "Listing(s)":
- On acceptance by "The Company" of a buy now / make an offer a 12% charge for the deposit will be made against the "Purchaser's" credit / debit card (or by bank transfer if requested); this is non-refundable. The "Listing(s)" will only be removed from sale upon receipt of the "deposit", which must be paid within 12 hours of notification of acceptance.
 - The "Purchaser" will then receive further email notification of the sale from "The Company" and a copy of the sales invoice for final transaction value (minus the 12% deposit). Failure to settle the final invoice balance will result in the retention of the 12% deposit payment and no refunds will be made under any circumstances.
 - On receipt of full payment, which must be made prior to collection, "The Company" will authorise the "Purchaser" to arrange the collection of "Listing(s)" from the "Client's" premises. All "Listing(s)" must be collected within 14 days from date of invoice unless "The Company" and the "Client" agrees an additional period.
 - All "Listing(s)" purchased but not collected within the agreed period will be relisted for sale; the "deposit" will not be refunded.
 - For VAT EU exempt a copy of your VAT number must be supplied
25. "Purchaser's" payment for "Listing(s)"
- a) Commission Sale Listings Only
- 1st payment of 12% + VAT (deposit) will be taken on the website by credit or debit card or via invoice upon purchase. This is a non-refundable deposit payment.
 - Balance payment + VAT will be payable from the "Purchaser" or lease provider prior to delivery unless "The Company" otherwise agree in writing.
 - For VAT EU exempt a copy of your VAT number must be supplied
- b) Advertised Sales Only
- All payments are collected at the time of listing. Additional support services, as and when utilized, can be



paid at the time of acceptance.

- All adverts are for a minimum of three-month period and will continue on a month by month payment process thereafter.
 - Upon notification from the client, the listing will be removed from our trade platform.
 - Any listing removed from sale after the three-month initial period will not be subject to further charges. All charges are made up to the end of the month from the date of removal of listing.
- 26.** On acceptance of the tender or private treaty, all “Listing(s)” shall be and remain, in every respect, at the absolute risk of the “Purchaser”.
- 27.** “Purchasers” & “Clients” who have not utilised “The Company” Management Services shall be fully responsible for all actions regarding the collection and removal of “Listing(s)” as described in item 39, at their own risk and expense within the specified period following the sale, after such time “The Company” reserves the right as per item 23 of these terms and conditions.
- 28.** “Purchasers” are responsible for ensuring compliance with and obtainment of any required Export Licence if there is intention to export the “Listing(s)” out of the UK.
- 29.** HEALTH AND SAFETY AT WORK ACT 1974 [Section 6(8)] “Purchasers” must take all necessary steps to ensure that equipment purchased is safe and without risks to health when it is re-installed, re-used, cleaned or maintained by a person at work. By accepting these terms and conditions the “Purchaser” agrees to relieve “The Company” and their service providers of any liabilities under section 6(1)(a) or 6(1A) of the Act, and accept that failure to facilitate all necessary safety requirements before taking the equipment into service may render the “Purchaser” liable to prosecution.
- 30.** It is a UK advisory requirement that before work equipment can be taken into use it must comply with the Provision and Use of Work Equipment Regulations 1998 (PUWER) and any other relevant legislation. This service is available through “The Company” Management Services.
- 31.** The full terms and conditions of the ‘Management Services’ are available on the main website by clicking the logo and terms and conditions link. Please note: All services provided under the ‘Management Services’ are, and will remain, the responsibility of the ‘Management Services’ provider.
- 32.** Under “The Company” Management Services, the “Client” and “Purchaser” authorises “The Company” to share information with the ‘Management Services’ provider to enable quoting as requested by potential “Purchasers”.
- 33.** “Clients” warrant that the “Listing(s)” are the “Client’s” own property or property of the “Client’s” company or that they are authorised as a third-party Dealer / Agent representing the legal owner of the “Listing(s)” and that the “Listing(s)” are free from any hire purchase agreement, title retention, mortgage, charge or other security interest or encumbrance which would prevent you from transferring complete and absolute ownership on successful sale.
- 34.** Commission Sale Listing Only- The “Client” has the right to advertise a “Listing(s)” for sale via any alternative means. However, “Listing(s)” “withdrawal fees” apply as follows:
- a) Failure to notify “The Company” of any “Listing(s)” sold elsewhere, for whatever reason and *prior*



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to any make an offer/buy now being submitted to "The Company" / it's website, *within 2 days* of the "Listing(s)" being sold elsewhere, will result in the "Client" being invoiced an administration fee of £295 + VAT per "Lot". "Listing(s)" within this period remain subject to term 35. clauses a) & c)

- b) Should the "Client" notify "The Company" of any "Listing(s)" sold elsewhere and/or notify "The Company" to withdraw any "Listing(s)" for whatever reason, *after* any make an offer/buy now has been submitted through the "Company" and/or its website, will result in the "Client" being invoiced the 10% deposit per "Listing(s)" sold elsewhere or withdrawn.
- c) Payment to "Clients": on acceptance by "The Company" of a "Purchaser's" successful offer and receipt by "The Company" of monies in full from the "Purchaser", the "Client" will be notified and the "Client" will supply "The Company" an invoice for the final value plus VAT. On receipt of the invoice "The Company" will transfer the invoice value in full to the "Client". Ownership of the "Listing(s)" will now transfer to the "Purchaser" and collection of the "Listing(s)" will be permitted from both the "Client" and "The Company" to the "Purchaser". All "Listing(s)" must be collected within 14 days from date of invoice unless "The Company" and the "Client" agrees an additional period. All "Listing(s)" purchased but not collected within the agreed period can be relisted for sale.

35. Please read these Conditions carefully as they govern the provision of a digital advertising package by us to you. We may modify these Conditions from time to time and you should therefore ensure that you review these Conditions regularly.

In these Conditions, "trade platform", "we", "us" or "our" means CNC Management Ltd. When we refer to "The Machinery Management People" this includes the website located

at www.themachinerymanagementpeople.com otherwise referred to as the "Trade Platform".

These Conditions apply to any adverts that are placed, renewed and/or amended until that advert expires or is amended or renewed.

a) OUR CONTRACT WITH YOU

- These Conditions apply to any advert for the sale of a "Listing(s)" that is placed on The Machinery Management People and together with all other policies and terms posted on The Machinery Management People Website, set out the terms on which we enter into a contract with you to provide you with access to our platforms and services.
- By placing an advert with us, you are deemed to have accepted these Conditions.
- Each time we accept a request from you to place an advert on the "Trade Platform", a separate severable contract is formed between you and us which is subject to these Conditions.

b) PLACING AN ADVERT ON OUR TRADE PLATFORM

- i. When you place an advert on the "Trade Platform", you will be given a username and password which you are responsible for keeping secure. "The Company" will not be liable to you if you fail to keep your username and password safe. Unless caused by our negligence, we will not be liable for any loss you might suffer if a third-party gains unauthorized access to your account. You agree that the information supplied with your registration will be truthful, accurate and complete. You also agree that you will not attempt to register in the name of any other individual nor will you adopt any



username which is offensive. All personal information supplied by you as part of the registration process will be protected and used in accordance with the terms of our [Privacy Policy](#).

- ii. If we accept your advert, whilst we cannot give any guarantees regarding timescales, we aim to process and publish adverts supplied online within 24 hours of receipt.
- iii. Adverts placed may appear on all The Machinery Management People platforms, including desktop, mobile and tablet, and all third-party social media platforms on which The Machinery Management People are active.
- iv. As soon as your advert has been accepted for publication, a confirmation email will be sent to you explaining that the advert has gone live on the "Trade Platform". In the event that an advert has been rejected for publication, we will attempt to contact you to explain why your advert has been rejected. In the event that we reject the advert prior to publishing, no charge will be incurred by you.

c) ADVERT CONTENT GUIDE

- i. Each advert may only feature one "Listing(s)". If you have more than one "Listing(s)" to sell, you will need to place a separate advert for each "Listing(s)".
- ii. We are only able to display one advert for each "Listing(s)" at any one time.
- iii. We may accept photographs of "Listing(s)" for use in adverts. However, we reserve the right in our sole discretion not to include a photograph in an advert.
- iv. You are solely responsible for uploading any photographs which form part of your advert unless agreed otherwise by us. We shall have no responsibility for the quality of any photographs you upload or provide to us.
- v. Photographs which form part of the adverts may be checked by us to ensure that the content meets the following requirements: -
 - Photographs submitted for inclusion in the advert must not contain: nudity, profanity, pornography, drug use, violence, attacks on individuals or groups (including sexist, racist, defamatory or homophobic material), obscene material, copyrighted material including music or radio audio, material that could be considered dangerous or encourage others to be dangerous.
 - Photographs submitted for inclusion in the advert must not contain individuals that can be personally identified.
 - Photographs should only show one "Listing(s)".
- vi. If a photograph in your advert does not meet the requirements set out in Condition 3.5, we reserve the right not to publish the photograph, to remove the relevant photograph from the advert or to remove the advert in its entirety from The Machinery Management People.
- vii. You warrant that:



- you have the right to sell the “Listing(s)” in the advert;
- the information contained within the advert is a true and accurate representation of the “Listing(s)” to which it relates
- the advert has consistent and accurate pricing throughout (in both the asking price section and the description)
- you will not act fraudulently and will deliver any “Listing(s)” advertised that is lawfully bought from you;
- all copy, information and materials that you provide to us is complete, accurate, legal, non-defamatory, decent, honest and truthful and complies with the British Code of Advertising Practice, all other relevant codes under the general supervision of the Advertising Standards Authority and all current relevant legislation;
- the publication of the advert by us will not breach any contract, infringe any third party intellectual property rights or other rights; render us or any other company in our group liable to any proceedings; and/or cause a detriment to our reputation and/or the reputation of any company within our group;
- you will not upload any files to the “Trade Platform” that contain a virus and/ or corrupted data; and
- the advert complies with these Conditions

d) OUR RIGHTS AND OBLIGATIONS

- i. We shall provide the advertising service with reasonable care and skill in a professional and timely manner. However, you acknowledge and accept that it is technically impossible to guarantee that the “Trade Platform” will be continuously available online or to guarantee the corruption free or error free transfer of an advert to the “Trade Platform”.
- ii. From time to time, we will need to carry out maintenance on our equipment and systems, and we shall use our reasonable endeavors to ensure that, in so doing, minimum disruption to any adverts is caused.
- iii. We will use reasonable endeavors to remedy faults or errors on the “Trade Platform” as soon as possible.
- iv. We do not monitor or control and shall not be responsible for the content of your advert which you agree is your sole responsibility. Accordingly, you shall be responsible for any losses, expenses or other costs incurred by us caused by an untrue statement or inaccurate or unlawful content.
- v. We reserve the right to refuse to publish any advert without reason and to classify, edit and delete an advert at our sole discretion so as to: comply with legal or moral obligations placed on you or us; avoid infringing third party rights, the British Code of Advertising Practice and all other codes under the general supervision of the Advertising Standards Authority and/ or any relevant legislation; respond to any complaints; correct typographical errors or technical inaccuracies that may appear from time to time; and for any other technical and/ or quality reasons. Where possible, we will attempt to contact you to inform you of these changes prior to publication and/or edit.



- vi. We may at any time remove any or all of the materials from the advert which in our opinion are unlawful or are in breach of these Conditions.
- vii. We may at any time vary the technical specifications of the “Trade Platform” (or any parts of them) for operational reasons.

e) CHARGES AND PAYMENTS

- i. The cost of placing an advert on The Machinery Management People depends on the advertising package you select, and all prices are quoted on The Machinery Management People. All prices are exclusive of VAT unless otherwise stated.
- ii. We have the right to change our advertising rates at any time and for any reason, but any revised rates shall not apply to any adverts placed with us before publication of the revised rates.
- iii. All adverts must be pre-paid prior to publication.
- iv. Payment for adverts is made online through the “Trade Platform”
- v. When payment is taken through the “Trade Platform”, we will refer you to a dedicated commerce provider who will take payment via a secure sever (SSL) connection to ensure the safety of your payment online. Payment can be made using Visa, MasterCard or Maestro. Whilst every effort is made to ensure the safety of your credit card transaction, we cannot and do not accept liability for any loss or damage incurred as a result of using the secure payment mechanism.

f) INTELLECTUAL PROPERTY RIGHTS

- i. In respect of any materials which you supply to us ("Materials"), you grant us a non-exclusive, irrevocable, perpetual and royalty free license to use such Materials for any purpose. You confirm that neither you nor any other person will assert any moral rights in or relating to the Materials referred to above against us or any third party.
- ii. You agree that all intellectual property rights (including, without limitation, copyright, trademarks, database rights and design rights (whether registered or not)) in any copy, text, artwork, photographs or other materials which we have created and/or in any way altered for you in connection with the advert shall belong to us absolutely.

g) OUR RIGHT TO TERMINATE THE CONTRACT

- i. We shall be entitled to terminate the contract with you and remove an advert at any time. We will provide you with notice of the removal of your advert. In such circumstances we shall provide a refund to you for the unexpired part of the advertising term unless we have terminated the contract pursuant to Condition 7.2 below.
- ii. We may immediately suspend or terminate the contract and remove an advert where:



- you breach a term of these Conditions;
 - we reasonably suspect that you are not complying with these conditions
 - You place an advert for one “Listing(s)” and then modify adverts details to advertise multiple “Listing(s)”;
 - if in our reasonable opinion, we have reason to believe that you have been abusive to our staff or we receive a complaint from a third party regarding your conduct in the sale of an advertised “Listing(s)”;
 - any competent law enforcement or compliance authority instructs, advises or makes a recommendation to us to take down any of your adverts and/or suspend the delivery of services to you.
- iii. If we remove an advert in accordance with Condition 7.2 above, you will not be entitled to any refund for the advert in question.

h) YOUR RIGHTS TO CANCEL

- i. Please note that the digital advertising package provided by The Machinery Management People is a bespoke package, tailored to your requirements and is created instantaneously. By submitting your advert to us for publication, you consent to us publishing your advert within the statutory 14-day cancellation period afforded to consumers, which begins on the day that we notify you that your advert has gone live on the “Trade Platform”.
- ii. By submitting your advert for publication, you acknowledge that your right to cancel the contract at no cost to you will be lost.
- iii. An advert can be cancelled at any time by you, for example to avoid unwanted responses but no refunds will be given unless you cancel due to our breach of the contract.

i) LIABILITY

- i. Nothing in these Conditions shall exclude or restrict our liability for death or personal injury caused by our negligence, for fraudulent misrepresentation and/or for any other liability which we are not permitted to exclude or limit by law.
- ii. If we fail to comply with these Conditions, we are responsible for loss or damage that you suffer as a foreseeable result of our breach of the Conditions or our negligence but we are not responsible for any loss or damage that is not foreseeable or for any loss or damage not caused by any breach on our part. Loss or damage would be foreseeable if it were an obvious consequence of our breach or if it were contemplated by you and us at the time the advert was published, and the contract was formed.
- iii. We will not be liable for any loss or damage caused by a distributed denial of service attack, viruses, malicious or impairing computer programs or other technologically harmful material that may affect The “Trade Platform”, your advert and/ or may infect your computer equipment, computer



programs, data or other proprietary material due to your use of The “Trade Platform” or your downloading of any material posted on it or on any website linked to it.

- iv. We cannot guarantee that by placing an advert on the “Trade Platform”, you will sell the “Listing(s)” in question and we do not commit to finding a buyer for you. Our role is solely to provide a platform on which you can advertise your “Listing(s)” for sale.
- v. If, as a result of placing an advert, you are successful in selling your “Listing(s)”, The Machinery Management People will not be connected in any way to that sale and will not be liable or responsible under any contract for the sale of your “Listing(s)” which you might enter into with a third party.
- vi. You agree that any questions and complaints regarding a “Listing(s)” advertised in your advert will be your responsibility only and that we do not have any liability in this regard.
- vii. In the event of any error or omission in an advert, we may at our sole discretion either amend the relevant part of the advert or refund or adjust the charges. No refund, amendment or adjustment to the charges will be made where in our sole opinion, the error or omission does not materially detract from the advert or where it arises as a result of incorrect or inadequate information provided by you.
- viii. We shall not be liable to you for any delay in performing and/or any failure to perform our obligations to you if the delay or failure is due to any event outside of our reasonable control (including without limitation, any act of God, fire, flood, explosion, storm, epidemic or natural disaster, strike, terrorist attack or threat of terrorist attack, infrastructure failure or power failure, denial of service attack, failure of public or private telecommunications networks).
- ix. Nothing in these Conditions affects your legal rights. Advice about your legal rights is available from your local Citizens Advice Bureau or Trading Standards.

j) DATA PROTECTION AND SECURITY

- i. By submitting an advert to us, you are requesting that your advert appears on the “Trade Platform”. This means that the advert and all information contained within it can potentially be viewed by all persons with internet access throughout the world. You consent to the publication of your data in this way.
- ii. You acknowledge and agree that by placing an advert with us, you will provide us with, and we will collect from you certain personal data relating to you (e.g. name, address and contact details). This personal data will be processed in accordance with our Privacy Policy and may be used for a number of purposes (as further detailed in our Privacy Policy) and which may include the prevention and detection of fraud, assisting with police investigations and/or enquiries and/or complying with statutory and regulatory obligations. Our Privacy Policy can be found on our website and we advise you to read it. For the privacy policy, visit [Privacy Policy](#).

k) GENERAL



- i. We may transfer our rights and obligations under these Conditions to a third party and we will always notify you in writing if this happens. This will not affect your rights or our obligations under these Conditions.
- ii. Each of the paragraphs of these Conditions operates separately. If any court or relevant authority decides that any of them or any part of them are unlawful, the remaining paragraphs or parts will remain in full force and effect.
- iii. If we fail to insist that you perform any of your obligations under these Conditions, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive an obligation by you, we will only do so in writing and that will not mean that we will automatically waive any later default by you.
- iv. These Conditions form a contract between you and us. No other person shall have any rights to enforce them.
- v. These Conditions are governed and construed by English law. This means that the contract formed between you and us and any dispute or claim arising out of it will be governed by English law. You and we both agree that the Courts of England and Wales will have non-exclusive jurisdiction. This means that a claim could be brought in England or if you are a resident of Northern Ireland, you may bring a claim in Northern Ireland and if you are a resident of Scotland, you may bring a claim in Scotland. English law will however, apply in all cases.

36. "Client's" responsibilities:

- Isolate electrical supply to machine; complete full site safe isolation of electrical supply in accordance with IEE wiring regulations.
- When "The Company" Management Services are being used, allow clear access for "Listing(s)" removal from site (maximum time allowance onsite for collection of "Listing(s)" is four hours, any additional time required may be charged to the "Client" unless notified in writing prior to "Listing(s)" collection or notified upon insertion when requested.
- Safe extraction and disposal of coolants, oils and all other liquids which must be removed prior to transit, in accordance with current regulations and to avoid any risk of spillage in transit.
- Safely disconnect pneumatic supply to machine.

37. If "The Company" Management Services are not used, then it is both the "Purchaser's" & "Client's" responsibility to agree and undertake the following actions:

- Decommission machine in accordance with the manufacturer's recommendations regards lifting and transit conditions.
- Safe extraction and disposal of coolants, oils and all other liquids which must be removed prior to transit, in accordance with current regulations and to avoid any risk of spillage in transit.
- Transit machine from site location and load to transport.
- Transport machine, unload and site at new location.
- Supply new coolants, oils and other liquids as required.
- Disconnect and re-connect electrical and pneumatic supply as required according regulations



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- Commission "Listing(s)".



Machine Management Trading Terms & Conditions

1. Definitions

- 1.1** 'The Company' means CNC Management Ltd – trading as The Machinery Management People.
- 1.2** 'The Client' means the person, firm or Company placing an order for goods or services.
- 1.3** 'The goods and/or services' means the goods and/or services to be supplied by the Company.
- 1.4** 'The Agreement' means the legal contract between the Company and the Client for the goods and services including these conditions of sales and services.
- 1.5** 'The price' means the sum which the Client has agreed to pay for the goods and services together with any additional sum the Company shall be entitled to charge by virtue of these conditions of sales and services.

2. Incorporation of conditions

- 2.1** Unless otherwise specifically agreed by the Company in writing these conditions comprise the whole of the Agreement between the Company and the Client and no prior communication from the Company its servants or agents shall be of contractual effect or relied upon as a representation condition or warranty and all the Client's conditions of contract are hereby expressly excluded.
- 2.2** In the event that the Company agrees in writing to any additional special terms and conditions which conflict with the conditions herein, the special terms and conditions shall prevail.
- 2.3** The Agreement shall not be varied in any way without the prior written agreement of the Company and the Client.
- 2.4** If any provision of the Agreement shall be found to be invalid or unenforceable by any Court of competent jurisdiction, the same shall be deleted but the remainder of the condition containing the offending provision and all other provisions of the agreement shall continue in full force and effect.
- 2.5** The placing of an order by the Client or the signature by an employee or representative of the Client shall be deemed to be an acceptance of these conditions of sales and services. Subject to paragraph 2.2 hereof any offer or counter-offer from the Client purporting to be on different terms shall be of no effect and the conditions contained herein shall prevail

3. Quotations and prices

- 3.1** All quotations and tenders and all other communications given sent or made by the Company are not offers and may be withdrawn or revised by the Company at any time prior to the Company's acceptance of the Client's order. No order placed by the Client shall be binding to the Company unless and until it has been accepted by the Company in writing.
- 3.2** All prices quoted are exclusive of packing and delivery costs.
- 3.3** All goods and services are subject to the standard rate of VAT applicable at the time.
- 3.4** The Company reserves the right to adjust the price by such amount as may be necessary to cover any increase since the date of the quotation or order in the costs to the Company of supplying the goods or providing the services.

4. Payment

- 4.1** Unless otherwise specified by the Company in writing payment for the goods and/or services shall be



made 30 days from invoice date or such earlier date as may be determined in accordance with paragraph 5 hereof. Any dispute relating to invoice(s) must be made within 14 days from receipt of invoice(s)

4.2 Upon payment becoming due the Company shall be entitled at its own election either to recover goods pursuant to clause 5 hereof or alternatively to issue Court proceedings or enforce in any other lawful way for the price of the goods and/or services VAT and any chargeable extras notwithstanding the fact that pursuant to clause 5 hereof the property in the goods has not passed to the Client.

4.3 Payment shall not be withheld or deferred on account of any claim counterclaim or set off.

4.4 Interest will be charged by the Company at the rate of 8% over Barclays Bank base rate for the time being on any sums overdue.

4.5 If any payment from the Client to the Company under this Agreement or any other is overdue, or if the Client commits any other breach of this or any other contract between the parties, the Company shall be entitled to terminate this Agreement forthwith. In the event of such termination the Client shall be liable for all expenses, loss or damage suffered by the Company as a result of the termination of the contract.

4.6 Upon the happening of any of the following events the Agreement shall automatically terminate and payment in full shall become due. The events are:

4.6.1 The serving of any notice to the Client that a Receiver or Manager is to be or has been appointed over the assets or affairs of the Client, or the appointment of any such Receiver or Manager whichever is the earlier;

4.6.2 The service of any notice to the Client that a petition to wind up the Client will be or has been presented or the making of, or receipt of notice proposing, a resolution to wind up the Client (save for the purposes of reconstruction or amalgamation);

4.6.3 Any decision by the Client that it intends to make an arrangement with creditors;

4.6.4 Any act of bankruptcy as defined by Section 1 of the Bankruptcy Act 1914;

4.6.5 The happening of any other event act or proceeding in which it is declared that the Client is insolvent.

5. Title

5.1 Full titles to any goods supplied by the Company to the Client shall remain with the Company until the Client has made payment in full for the goods received by the Client.

5.2 The Company shall be entitled upon default in payment to repossess any goods and for such purposes to enter any premises owned or occupied by or on behalf of the Client then the Client shall do all in its power to enable the Company to do so.

6. Delivery

6.1 The Company accepts no liability for failure by the Company to meet specified delivery date or any specified service date or to complete the provision of services of goods by a certain date or time.

6.2 If the Company is prevented hindered or delayed in making delivery of any goods or performing any services by reason of delay or default on the part of the Client or if the Client refuses to take delivery of goods or to permit performance of services or cancels determines or rescinds the contract or purports to do so then the Company shall not be liable for any loss or damage whatsoever arising out of any such circumstances and the Company may on giving notice to the Client treat the contract as completed in its then partial state of completion in which case the Company will be entitled to invoice the Client for all finished and unfinished goods and for services in their entirety.

6.3 The Client must notify the Company within 24 hours of delivery of the goods of any damage shortage or breakage.

6.4 Delivery of the goods shall be deemed to take place:

6.4.1 When the goods are collected by the Client or its agents from the works or warehouse of the Company;



6.4.2 When the goods are transported by the Company or its agents, when the goods are physically delivered to the Client's place of business or such other place as the Client reasonably nominates;

6.4.3 If the goods are transported by the Client's carrier or by an independent carrier, when the goods are physically delivered to such carrier;

6.4.4 Delivery of any services supplied by the Company to the Client shall be deemed complete after the service report has been signed as complete by the Client or the Client's servant or agent. The Client's signature or the signature of the Client's servant or agent on the relevant service report is the Client's acceptance that the services supplied are as requested and that the services supplied have been carried out to the Client's satisfaction. If the Client refuses to sign the Company's service report the reason for non-signature must be received in writing within 3 days of the date of the service visit.

7. Risk

7.1 Risk in the goods shall pass to the Client on delivery.

7.2 The Client shall be responsible for the provision of all oils for machine tools services.

7.3 The Client shall be responsible for the safe disposal of all used oils or coolants in line with current legislation.

8. Warranties

8.1 The conditions referred to in this clause are that:

8.1.1 All goods shall have been used in a proper workmanlike manner for the purpose for which they were intended and not beyond the recommended capacity of the goods and that routine maintenance and standard operating procedures as recommended by the machine tool builder have been strictly adhered to;

8.1.2 Any claim for faulty goods and/or services shall have been notified in writing to be received by the Company within 5 days of discovery thereof.

8.2 Subject to clause 8.1 above and for the periods and in respect of the goods and/or services specified below in paragraph 8.3 the Company warrants that if goods and/or services provided by the Company prove to be defective the Company shall at its election repair or replace all such goods or re-execute any services which the Company shall find on inspection to have been faulty free of charge.

8.3 The warranty in 8.2 shall apply for the period of six months from the date of delivery or supply in respect to:

8.3.1 Goods or services supplied when new genuine goods are supplied;

8.3.2 Goods only when used repaired or non-genuine goods are supplied.

9. Limit of liability

9.1 Except to the extent provided in clause 8 the Company shall not be liable for any consequential loss or damage including (but without limitation) any business interruption or loss of profits.

9.2 Any liability to which the Company might otherwise become subject shall be limited to the price paid by the Client for such goods and/or services as give rise to the claim.

10. Force Majeure

The Company shall be under no liability to the Client in the event that the Company's performance of the contract is affected wholly or partially by any restriction imposed by a government or other competent



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authority, strikes, lock outs, a failure in the Company's anticipated supplies or by any other cause whatsoever which is beyond the Company's reasonable control.

11. Notice and Jurisdiction

11.1 A notice under this contract shall be given in writing and shall be sent first class post to the trading address of the intended recipient, or shall be sent by facsimile confirmed by 1st class post. Notice sent by post shall be deemed to be given two business days after dispatch and in the case of facsimiles on the date of transmission.

11.2 All contracts are deemed to be made in England and shall be governed by and construed in all respects in accordance with English Law and the Client shall submit to the non-exclusive jurisdiction of the English courts.