

Terms & Conditions Of Sale

Definitions:

“**Supply**” means the supply of Goods and/or Services described in the Purchase Order

“**Buyer**” means the party buying Goods or procuring Services, who is named in the Proposal and Purchase Order

“**Supplier**” means ALPHR Technology Ltd (company No. 2967759), whose registration office is at 18 Amor Way, Dunham’s Lane, Letchworth Garden City, Hertfordshire, SG6 1UG

“**Purchase Order**” means an order placed on ALPHR Technology by Buyer

“**Goods**” means products, consumable materials, equipment, equipment components, spare parts, software and other Goods and materials supplied by ALPHR Technology to Buyer

“**Services**” means any services supplied by ALPHR Technology to Buyer which are described in the Purchase Order

“**Contract**” means the agreement governing the supply of goods and/or services between ALPHR Technology and the Buyer

“**Proposal**” means the document provided by ALPHR Technology offering to supply Goods and/or Services to the Buyer

Title	Description
1 Payment Terms	(a) Supplier Payment Terms apply unless otherwise agreed in writing
	(b) Supplier Payment Terms are 30 days from date of invoice
	(c) Supplier reserve the right to charge interest on late payments at 8% over the Bank of England Base Rate
2 Order Details	Please state the ALPHR Technology Proposal reference and any revision number on the official order
3 Purchase Order	A Purchase Order, whether or not based upon a Proposal, shall not be binding on Supplier unless accepted in writing
4 Validity	This Proposal is valid for 30 days from date of issue After 30 days, Suppliers reserves the right to revise the Proposal Once a Purchase Order has been accepted, it forms part of the Contract
5 Variation	Should any additional parts or labour be required, Supplier reserves the right to charge for these additions and propose new timeframes for completion. It remains the Buyers responsibility to issue a variation order before the remedial works are undertaken
	The Supplier warrants, that for a period of 12 months from the date of delivery, the Goods shall:
6 Warranty	(a) conform in all material respect within the specification
	(b) be free from material defects in design, material and workmanship
	(c) be fit for any purpose held out by the Supplier
	(d) be limited to the warranty offered by the manufacturer of bought in equipment unless otherwise agreed in writing
	(e) for the duration of the specified warranty period, be provided on a ‘back to base’ or ‘remote access’ basis. Any requirement from the Buyer for on-site labour shall be chargeable at the Supplier’s standard rates unless otherwise agreed.

7 Buyer Supplied Equipment	Where the Buyer has supplied parts or equipment and said items cease to operate within specification, Supplier will provide a Proposal for remedial works. It remains the Buyers responsibility to issue a variation order before the remedial works are undertaken
8 Lead-time	Lead time to be agreed on order placement
9 Delivery	(a) Delivery is during ALPHR Technology normal working hours
	(b) Unless otherwise agreed, the Goods shall be delivered under Incoterm FCA 2020
	(c) Supplier shall endeavour to supply the Goods and Services within the time stated in the Purchase Order, but shall not be liable for late deliveries
	(d) Buyer shall take delivery of the Goods in accordance with the delivery date specified in the Contract, or order acknowledgement, or at the latest 5 days from Supplier notification that the Goods are ready for delivery, whichever is the latest. Buyer will supply Supplier with delivery instructions promptly on notification to Buyer that Goods are ready for shipment. Buyer's obligation to take delivery of the Goods as provided in the Contract constitutes a material obligation of Buyer
	(e) Given volatile shipping pricing, ALPHR reserve the right to change the shipping price as full scope and time of shipping is clarified. Accepting our terms and conditions accepts this shipping clause. Accepting our terms and conditions accepts this shipping clause. ALPHR do not accept responsibility for demurrage charges if delays incurred due to delays in loading, unloading, or storage is through no fault of ALPHR. Any demurrage charges imposed by third parties will be promptly transferred to the customer, who will be solely responsible for settling such fees.
10 Importation duties and taxes	The Buyer accepts all responsibilities for local taxes, including all import duties and VAT (or equivalent)
11 Working Hours	ALPHR Technology UK Working Hours are: Monday to Thursday 08:00 to 17:00 and Friday 08:00 to 13:00 (excluding UK Public Holidays)
12 Prices	(a) All prices in the Proposal, provided by Supplier are exclusive of carriage costs, packing costs, and VAT and any other applicable taxes unless otherwise stated
	(b) Where a Purchase Order is placed and accepted for Goods differing in size, quality, quantity or in any other way from the Goods specified in Suppliers Proposal, an additional charge may be made
	(c) Services, installations, and commissioning are not included in the purchase price for Goods unless otherwise stated in the Proposal
13 Changes in Specification	ALPHR Technology reserves the right to charge for any changes made to the agreed works after order acceptance
14 Availability	In the event ALPHR Technology cannot have continuous access during the scheduled commissioning phase, we reserve the right to charge additional days as appropriate
15 Transfer of Ownership	(a) Transfer of Ownership occurs on 100% payment and clearance of the final invoice
	(b) The buyer accepts responsibility for all relevant insurances from the point of the collection by their designated carrier
16 Risk	Risk in Goods shall pass to the Buyer on collection at the Supplier premises unless otherwise stated
17 Services	It is the responsibility of the Buyer to ensure adequate services are available at the final location of the system and to prepare the equipment at the installation position. ALPHR Technology accepts no liability for performance issues caused by incorrect service facilities
18 Indemnity	The Buyer and its associated companies will indemnify Supplier from any breaches of copyright and/or intellectual property rights for any designs and/or software supplied to Supplier by the Buyer and any of its associated companies
19 Commissioning & Training	(a) Commissioning to include initial setup and SAT
	(b) Installation does not include forklift truck or driver, and the customer is responsible for the off load and positioning of the equipment prior to ALPHR's arrival on site

	<p>(c) User training to include familiarisation, maintenance overview, and basic functions</p> <p>(d) We have assumed that the Buyer has suitably qualified and trained individuals for maintaining this equipment. ALPHR Technology will provide machine specific familiarisation</p>
20 Liability	Suppliers total liability to the Customer for all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), misrepresentation, restitution, or otherwise, shall not exceed 100 per cent of the total sums paid and/or payable by the Customer for Goods under the Contract
21 Force Majeure	Should Supplier be prevented from making delivery of the goods or any part or from being allowed to perform any work by reason of any circumstances beyond Suppliers complete control including but not limited to industrial disputes, fire, breakdown, worldwide shortages of raw materials, or official acts of government authority Supplier may extend the time for delivery or performance for a reasonable period having regard to the effect of any such event
22 Copyright and Confidentiality	<p>(a) The copyright and title to all the documents (including drawings) supplied by Supplier to the Buyer for the purposes of the Proposal shall at all times remain Supplier property and in no circumstances shall either such documents or their contents be used or disclosed for any purpose other than that for which they were supplied</p> <p>(b) The copyright and title to all the documents (including drawings) supplied by Supplier to the Buyer for the purposes of the Contract shall at all times remain Supplier property and in no circumstances shall either such documents or their contents be used or disclosed for any purpose other than that for which they were supplied</p>
23 Intellectual Property Rights	Supplier retains ownership in any technical information, drawings, specifications, and other intellectual property rights relating to the Supply. All such information shall be kept confidential by Buyer and shall not be disclosed to any third party unless and until the same is or becomes public knowledge, nor shall any such information be used by Buyer for any purpose other than for the purpose of using any Goods supplied under the Contract without Suppliers prior written consent. ALPHR Technology Ltd trademarks and names and those of its associated companies shall not be used by Buyer otherwise than as applied by Supplier to Goods or associated documentation
24 Termination	<p>(a) If Buyer is subject to any act of bankruptcy or, being a company, has a receiver appointed or an administration order made against it or goes into liquidation or if a similar event occurs under applicable insolvency laws (except for the purpose of reconstruction or amalgamation) then all sums due to Supplier under the Contract shall immediately become due and payable and Supplier may, notwithstanding any previous waiver, terminate the Contract forthwith by written notice and Supplier without prejudice to its other rights under these Conditions, shall be entitled to enter upon any land or premises where the Goods or any product embodying the Goods may be for the time being, to detach the Goods if so embodied and to recover possession of them</p> <p>(b) Supplier may terminate the Contract with immediate effect in the event of a failure by Buyer to comply with any material provision of the Contract if the failure continues for more than 14 days after Buyer has been given written notice to remedy the breach</p> <p>(c) If Buyer fails to collect or take delivery of the Goods within 1 month of the Delivery Date, Supplier shall be entitled, without prejudice to its other rights, to terminate all or part of the Contract and to dispose of the Goods, and to charge Buyer a compensation of 30% of the Purchase Price, to be paid by Buyer within 30 days of issuance of the corresponding invoice. The parties agree that such sums payable to Supplier under this clause are a genuine pre-estimate of the costs and losses which Supplier would suffer from Buyer not taking delivery of the Goods</p> <p>(d) Termination shall be without prejudice to any prior right of either party or any provisions</p>
25 Governing Law and Jurisdiction	(a) The Contract shall in all respects be governed by and construed in accordance with the law of England and Wales

(b) Buyer and Supplier agree that the courts of England and Wales shall have the exclusive jurisdiction to settle any disputes, which may arise in connection with the Contract

(c) Buyer shall comply at all times with the Suppliers Code of Conduct which can be made available upon request
