

Apt-GB Term and Conditions of Trading

Ordering goods

These terms shall be construed in accordance with English law and shall be subject to the exclusive jurisdiction of English Courts.

All orders are accepted and goods supplied against the following terms and condition:

In the event of any conflict of inconsistency between these Terms and Conditions of Trading and the terms of an order received, these Terms and Conditions of Trading shall prevail unless agreed by Apt-GB in writing. No alterations to an order will be recognised unless requested in writing and confirmed in the same order.

No order shall be deemed acceptable by Apt-GB other than upon receipt of our official acknowledgement, quotation or invoice.

Delivery of Goods

Times for delivery are given as accurately as possible but cannot be guaranteed unless confirmed in writing by a director of Apt-GB. Even so, this will always be subject to variation and extensions to cover any delays caused by strikes, lock-outs, additional works, breakdowns, delay in transport, shortage of raw materials, Government regulations or requirements, or any cause whatsoever, whether or not similar to those above-mentioned and being out of our control.

Shipping Costs

Shipping costs are charged at a rate agreed between the client and Apt-GB and are non refundable. All items can be collected by the client or their own carriers depending on their circumstances.

Descriptions

All descriptions and particulars stated within price lists, literature and other documents issued by Apt-GB or their agents are as accurate as possible. However this does not constitute a contract and are not treated as binding unless specifically confirmed in writing by a director of the company. Any performance figures given in such literature is based upon information received, typical measurements or general experience and as such the goods supplied are expected to achieve. Apt-GB / GGPM Ltd accept no liability if such performance is not matched unless specifically guaranteed in writing prior to the supply of said goods.

Terms

On approved accounts terms are strictly Nett. Cash on delivery or within 30 days of the date of invoice. This depends on the terms agreed between you and Apt-GB or the details for your specific order.

Apt-GB reserve the right to charge interest on any overdue accounts calculated on a daily basis as a cost equivalent to the prevailing Bank of England annual base rate plus 5%. For non account clients, payment is to be made in full with the placement of the order or against a pro-forma invoice which will reflect a settlement discount where applicable.

Any bespoke works, custom colour or specific specifications or special orders for products not manufactured by Apt-GB are strictly payment before delivery.

Types of Payment

Apt-GB prefers to be paid by direct bank transfer, however we will accept payment in cash, by cheque or via PayPal. A surcharge may be added to certain methods of payments to which you will be notified in advance.

Apt-GB does not accept credit card payments

Cancellation of Orders

Cancellation post delivery / installation will not be accepted and payment must be made in full unless specifically agreed in writing by a director of the company.

Any bespoke or special orders cannot be cancelled or returned.

Any cancellations must be approved by a director of the company in advance (please refer to the Apt-GB warranty statement for more details). Approved cancellation or return of stock items may incur a restocking fee of 20% of the value of the order under certain circumstances.

Storage

In the event a client requests a delay in delivery beyond the agreed date, Apt-GB will store such goods free of charge for a maximum period of 7 days. Thereafter, the company reserves the right to invoice and seek payment for the said goods with an additional charge for storage.

Software & Source Code

When an order involves the supply of customised or bespoke software and/or source code, unless specifically agreed in writing by a director of the company, the source code will not be supplied to the client. In such causes as it is agreed to provide this code then all intellectual property rights remain with Apt-GB and the said software must not be copied or passed by any means whatsoever to a third party without the written consent of a director of Apt-GB. In all cases when other than compiled software is being made available, this will not be issued until full payment has been made for the software and/or the associated system(s).

Title to Goods

The title to all goods supplied by Apt-GB will remain the property of Apt-GB until the goods are paid for in full. The property in the goods shall pass to the client only upon Apt-GB being paid in full and until the property has so passed, the client shall not charge or dispose of the goods and will at their own expense keep the goods safe and insured against customary commercial risks. Until property in the goods have so passed the buyer shall return the goods to the seller on demand and the seller shall without prejudice to any other rights be entitled to go upon the property of the client and repossess and remove the said goods.

Repossession by Seller

Where the client has failed to pay for goods supplied within the specified time or committed to an act of bankruptcy (or where the client is a limited company) and the property in the goods subject of this invoice/contract has not passed to the end buyer but remains with the client, the seller (AKA Apt-GB) shall within 21 days of such an act order give notice in writing to the same to the Client and shall afford the seller reasonable opportunity and access to repossess the said goods.

Faulty Goods

Claims in respect of faulty goods shall not be grounds to withholding payment of accounts and shall not give the client any rights to set off payment due to Apt-GB. Please refer to Apt-GB's warranty statement for more details.

All damages and invoice queries must be reported to Apt-GB within 48 hours of receipt. Any returns or credit must be authorised and will contain a 20% surcharge unless agreed otherwise.

Part Shipments

If part of a consignment is not received, this shall not be grounds for withholding payment for the remainder of the invoice upon which those goods appear

Web Sales

All Apt-Sales on third party websites should be advertised at the recommended retail price only. Apt-GB reserves the right to remove sales from websites where the price is advertised below this.