



**Machine Trading Terms & Conditions**

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

1. All "Lot(s)/Asset(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 "Lot(s) or "Asset(s)" offered for sale by the "The Company" are herein known as the "Purchaser".
6. "The Company" makes every reasonable effort to ensure the accuracy of the advertisements, catalogue descriptions, website 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".
7. "Lot(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 "Lot(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 "Lot(s)" or utilise the Management Services of "The Company" on any product, before making an offer or buy(ing) now. As to the origin, authenticity, quality, quantity, age, weight, size and general description, as "Lot(s)" are sold in their actual state with all faults, imperfections or errors of description.
9. Any discrepancy over "Lot(s)" must be notified to the "The Company" prior to removal by "Purchaser" or agent.



10. We recommend all “Purchasers” of “Lot(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 “Lot(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 “Lot(s)”, or additional “Asset(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 “Lot(s)” must have a detailed collection note, including a list identifying the “Lot(s)” for collection and “Purchaser’s” delivery address; “Lot(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 “Lot(s)”.
16. By placing an offer or buy now on a “Lot(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 “Lot(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 upon their submission of an accepted offer or buy now on a “Lot(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 “Lot(s)” without reason or justification.
19. “Lot(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”, shall be the “Purchaser” and any dispute shall be settled by the “The Company”, whose decision shall be absolute and final. No “Lot(s)” shall be transferred.
21. “The Company” may divide, combine, add to or withdraw “Lot(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 “Lot(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 “Lot(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 “Lot(s)” from the “Client’s” premises. All “Lot(s)” must be collected within 14 days from date of invoice unless “The Company” and the “Client” agrees an additional period.
  - All “Lot(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 “Asset(s)”
- 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
- 26.** On acceptance of the tender or private treaty, all “Lot(s)” shall be and remain, in every respect, at the absolute risk of the “Purchaser”, including those of fire, burglary and vandalism and damage occasioned to “Lot(s)” by the removal of other goods.
- 27.** “Purchasers” & “Clients” who have not utilised “The Company” Management Services shall be fully responsible for all actions regarding the collection and removal of “Lot(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 “Lot(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 legal 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. Delivery of “New Assets” relates to within mainland UK only; delivery elsewhere is POA.
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 “Lot(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 “Lot(s)” and that the “Lot(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. The “Client” has the right to advertise a “Lot(s)” for sale via any alternative means. However, “Lot(s)” “withdrawal fees” apply as follows:
- a) For whatever reason the “Client” must notify “The Company” 30 days prior to withdrawal of any “Lot(s)”. Any withdrawal within this period will result in an administration fee of £295 + VAT per “Lot”. “Lot(s)” within this period remain subject to term 35. clauses b) & c) This excludes third-party Dealers / Agents
  - b) Failure to notify “The Company” of any “Lot(s)” sold elsewhere, for whatever reason and *prior* to any make an offer/buy now being submitted to “The Company” / it’s website, *within 2 days* of the “Lot(s)” being sold elsewhere, will result in the “Client” being invoiced an administration fee of £295 + VAT per “Lot”. “Lot(s)” within this period remain subject to term 35. clauses a) & c)
  - c) Should the “Client” notify “The Company” of any “Lot(s)” sold elsewhere and/or notify “The Company” to withdraw any “Lot(s)” for whatever reason, *after* any make an offer/buy now has been submitted and/or accepted for the “Lot(s)” through the “Company” and/or its website, will result in the “Client” being invoiced the 12% deposit per “Lot(s)” sold elsewhere or withdrawn.



**35.** Payment to “Clients”: on acceptance by “The Company” of a “Purchaser’s” successful offer and receipt by “The Company” of monies in full of 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 “Lot(s)” will now transfer to the “Purchaser” and collection of the “Lot(s)” will be permitted from both the “Client” and “The Company” to the “Purchaser”. All “Lot(s)” must be collected within 14 days from date of invoice unless “The Company” and the “Client” agrees an additional period. All “Lot(s)” purchased but not collected within the agreed period can be relisted for sale.

**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 “Lot(s)” removal from site (maximum time allowance onsite for collection of “Lot(s)” is four hours, any additional time required may be charged to the “Client” unless notified in writing prior to “Lot(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
- Commission “Lot(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 Buyer' 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 Buyer for the goods and services including these conditions of sales and services.
- 1.5** 'The price' means the sum which the Buyer 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 Buyer 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 Buyer'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 Buyer.
- 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 Buyer or the signature by an employee or representative of the buyer on the engineer's service report 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 Buyer 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 Buyer's order. No order placed by the Buyer 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 which shall be charged at cost.
- 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 Buyer.

**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 Buyer to the Company under this Agreement or any other is overdue, or if the Buyer 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 Buyer 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 Buyer that a Receiver or Manager is to be or has been appointed over the assets or affairs of the Buyer, or the appointment of any such Receiver or Manager whichever is the earlier;

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

**4.6.3** Any decision by the Buyer 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 Buyer is insolvent.

#### **5. Title**

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

**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 Buyer then the Buyer 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 Buyer or if the Buyer 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 Buyer treat the contract as completed in its then partial state of completion in which case the Company will be entitled to invoice the Buyer for all finished and unfinished goods and for services in their entirety.

**6.3** The Buyer 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 Buyer 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 Buyer's place of business or such other place as the Buyer reasonably nominates;

**6.4.3** If the goods are transported by the Buyer'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 Buyer shall be deemed complete after the service report has been signed as complete by the Buyer or the Buyer's servant or agent. The Buyer's signature or the signature of the Buyer's servant or agent on the relevant service report is the Buyer's acceptance that the services supplied are as requested and that the services supplied have been carried out to the Buyer's satisfaction. If the Buyer 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 Buyer on delivery.

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

**7.3** The Buyer 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 Buyer for such goods and/or services as give rise to the claim.

## **10. Force Majeure**

The Company shall be under no liability to the Buyer 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 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 Buyer shall submit to the non-exclusive jurisdiction of the English courts.



**The Machinery  
Management People**  
BUY, SELL & MANAGE WITH CONFIDENCE

## **Website Disclaimer**

While CNC Management Ltd has taken all reasonable care to ensure the accuracy of the information on this website, we shall not be held responsible for any eventualities arising from the use of this information. We do not guarantee that the website will be fault free and do not accept liability for any errors or omissions. CNC Management Ltd makes no warranty that this website is free from infection by viruses or anything else that has contaminating or destructive properties. Due to the nature of electronic transmission of data over the internet, and the number of users by whom data is posted on the Website, any liability CNC Management Ltd may have for any losses or claims arising from the inability to access the website or reliance on the data transmitted using the website (including, but not limited to, any loss, liability and/or claim arising as a result of any unauthorised access to or use of the website), is excluded to the fullest extent permitted by law.

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