

Asset Remarketing Services Ltd – Standard Terms & Conditions

1. Definitions

- (1) 'ASR' means Asset Remarketing Services Ltd, registered company 8631779, with registered address of Unit 7 Stuart Road, Stockport, SK6 2SR. Referred to as 'ASR' in these terms and conditions.
- (2) 'Customer' means the organisation or person(s) who purchase/use or actively seek services from ASR.
- (3) 'Services' means any order or works performed by ASR.
- (4) 'Terms' mean these Standard Terms & Conditions.
- (5) 'In Writing' means information in a formal letter sent by email, post or hand delivered.
- (6) 'Agreement' means that the customer agrees to the terms together with the conditions outlined in the Standard Terms & Conditions.
- (7) 'Primary Items' means a PC base unit, laptop, server, TFT monitor also referred to as 'Equipment'.
- (8) 'Secondary Items' means any type of office-based IT equipment that is not a Primary Item or specified WEEE materials that ASR are permitted to collect and receive, also referred to as 'Equipment'.
- (9) 'Booking Confirmation' means any work or collections supplied as a service by ASR using an Order Form, Valuation Form or Quotation Form in the form of an email.
- (10) 'Agreed Date' means a date on which the parties have agreed that services performed by ASR will take place.
- (11) 'Consignment Note' means ASR's standard consignment note that is part of the Duty of Care for the collection of IT equipment.
- (12) 'Amendments' means any changes to customer requirements stated in the Booking Confirmation.

2. Sales Orders & Agreed Orders

An order(s) of sale made by the customer shall be deemed to incorporate these terms and conditions, which shall prevail over any other terms imposed by 'the Customer'.

Services will be outlined to customers by way of an official ASR Booking Confirmation.

When the Customer places an order with ASR by way of acknowledging a valid Booking Confirmation email, it is considered that:

- (a) The customer has read, understood and, agreed in full, the implications imposed by these Terms & Conditions.
- (b) All details provided are for purchasing services and are correct at the time of completing, the customer has given a true account of their requirements in the Booking Confirmation.
- (c) The customer will inform ASR of any amendments to the booking before 24 hours of the Agreed Date.
- (d) The person acknowledging the Booking Confirmation has the authority to place the order or has sought permission to place this order.
- (e) That there are sufficient funds or credit facilities to cover the cost of any charged services ordered from ASR. We reserve the right to obtain validation of your credit worthiness before providing you with any goods or services.
- (f) The customer and any affiliates or third parties understand that ASR is entitled to refuse any order placed.

3. Service Performance

All ASR services are carried out by trained ASR employees or agents who have been trained by AST to perform the services outlined in the Booking Confirmation on the Agreed Date

- (1) ASR will make every effort to supply services as requested but reserves the right to supply the services subject to minor variations in actual resources or deliverable specifications.
- (2) All services carried out by ASR requires the customer to be responsible for the equipment in the following way:
 - i. All equipment should be prepared ready for collection, ideally on the ground floor near an easily accessible exit.
 - ii. Equipment should not be stored outside as it will be open to the elements and this will affect treatment of the equipment.
 - iii. All loose items should be placed in boxes or containers to aid manual handling.
- (3) ASR reserves the right under this agreement to:
 - (a) Only collect equipment identified in the Booking Confirmation.
 - (b) Refuse to load any equipment that contravenes the ASR Health & Safety Policy.
 - (c) Refuse any equipment that has been contaminated or exposed to harmful elements or weathered.
 - (d) Remove equipment from locations other than what has been highlighted in the Booking Confirmation.
 - (e) Cancel the collection if the approved contact is not available.
- (4) The Customer and ASR shall, on completion of the services, both complete and sign a Consignment Note. The Consignment Note shall be signed for the Customer by the signatory of the Booking Confirmation or by a person notified to ASR in Writing as being authorised to sign on behalf of the Customer.
- (5) The Consignment Note shall, in the absence of manifest error, be conclusive evidence of the nature and quantities of Equipment collected by ASR.
- (6) The Consignment Note will confirm acceptance that the equipment has transferred in ownership from the Customer to ASR and, will make ASR liable for the correct disposal and destruction of any sensitive media.
- (7) The fees for the Services are as set out in the Booking Confirmation. ASR shall invoice the customer for the fees due on completion of the Services and for reasonable out of pocket expenses which may be incurred in providing those services. ASR shall charge for additional services requested by the Customer which have not been requested in the Booking Confirmation.
- (8) It will be at ASR's discretion as to whether additional services can be accepted and/or whether a future Agreed Date shall be arranged for performance of additional services, in the latter event leading to two individual billing days charges separately.

4. Service Prices & Fees

- (1) ASR Services, together with added VAT, are invoiced at the price agreed in the Booking Confirmation.
- (2) ASR reserves the right to modify Services or impose charges on the Customer where:
 - (a) The customer cancels, amend or reschedules an agreed Booking Confirmation within 24 Hours of the Agreed Date.
 - (b) Equipment differs greatly from what has been stated in the Booking Confirmation.
 - (c) The Booking is abandoned due to misinformation relating to Equipment location and Health & Safety.
 - (d) ASR is charged by a third party for such fees as congestion, parking fines and environmental documentation relating to disposal of non WEEE material.
 - (e) Primary items fall below the minimum amount of 40 Primary Items and a transport charge will be applied.

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- (f) Where the quantities of material in the Consignment Note differs from those in the Booking Confirmation, fees will be calculated in accordance with the quantities in the Consignment Note.
- (3) Prices for additional services and charges will be at the rates set out in the Booking Confirmation or where no relevant rate is given will be assessed by ASR based on reasonable charges consistent with their current charging rates.
- (4) Customers may cancel services, but written notice of cancellation must be given a minimum of 24 hours prior to the Agreed Date, in which event no charge will be made. Failure to give such notice will result in a mileage charge being made on the basis set out in the Booking Confirmation and calculated on the mileage anticipated. The parties agree that such payment reflects a sum which is less than the actual loss caused to the Company by the late cancellation of the Services.

5. Payment

- (1) ASR's Standard Terms of Payment are a maximum of 14 days from the date of the invoice and, these will apply in all cases except in the case of transactions where different terms are agreed in Writing.
- (2) If payment is not made on the due date ASR reserves the right to charge interest at 8% (eight percent) of the total balance per day on overdue accounts until the balance is settled in full.
- (3) ASR will only accept payment from customers who are VAT registered and who can provide ASR with a valid VAT registration number. Any exception to this MUST be with total agreement with ASR.
- (4) Queries in relation to invoice amounts must be taken up with ASR in writing within 7 days of the date of invoice, after which the invoice amount will, save in the case of manifest error, be deemed due and payable in full.

6. Warranties & Support

- (1) ASR will honour the terms and conditions of any Services purchased on behalf of a customer from manufacturers or third-party suppliers.
- (2) All services provided by ASR will be subject to delivery of Duty of Care documentation which will be emailed to the Customer post collection.

7. ASR's Liability

- (1) ASR shall under no circumstances be liable for any consequential or indirect damage or loss, however caused, including (but not restricted to) loss of business or profits, loss of goodwill, damage to trading relationships and other financial loss, ('Financial Loss' in this sense does not refer to the price you have paid for the services, which we may be liable to refund to you in whole or in part, if the services do not comply with the description). ASR's liability in respect of all other losses shall be limited to the invoiced amount of the relevant order, provided it has been paid.
- (2) Nothing in this agreement shall limit ASR's liability for death or personal injury caused by its negligence.
- (3) Removal/Destruction of all Data: Regardless of which disposal or recycling process or route ASR operates. All data, information, files, or records on the Equipment will be completely removed and fully destroyed in accordance with UK and EU Best Practices and Standards, without Fail.

8. Force Majeure

Where, despite its reasonable efforts, ASR is unable to perform an obligation due to Force Majeure, it shall not be deemed to be in breach of its agreement with the Customer.

9. General

- (1) These Terms & Conditions shall apply to all Services performed by ASR for the Customer. Nothing in these Terms & Conditions affects your statutory rights as a Consumer.
- (2) If any provision in this Agreement is held to be an invalid or unenforceable, it shall be deemed severed from the Agreement and this shall not affect the validity of enforceability of the remaining provisions.
- (3) Any waiver of a breach of this Agreement must be in writing.
- (4) Any variation of this Agreement must be in writing and signed by a duly authorised ASR Director or Senior member of staff.
- (5) The headings are for convenience only and shall not affect the interpretation of this Agreement.
- (6) Any notices given under this Agreement shall be in writing and sent (a) by first class pre-paid post to the last known address of the Party; or (b) by fax to their last known fax number; (c) by email to the last notified email address of the Party. The notice shall be deemed served (a) two working days after posting; or (b) upon receipt of a successful fax transmission report; or (c) after system confirmation of email delivery.
- (7) These Terms & Conditions shall be Governed by and construed in the accordance with the Laws of England and the parties submit to the exclusive jurisdiction of the English Courts.
- (8) ASR reserves the right to change or amend these Terms & Conditions at anytime and without prior notice.