

Delivery Policy

Delivery

- 3.1 Any date quoted for delivery ("the quoted date") is an estimate only and unless a guarantee shall be given by ATS in writing providing for liquidated damages for failure to deliver by the quoted date ATS shall not be liable to the customer for any loss or damage howsoever arising even if arising out of the negligence of ATS for failure to deliver on or before the quoted date. The customer shall accept and pay for goods if and when tendered notwithstanding any failure by ATS to deliver by the quoted date. Written or verbal advice to the customer that goods are ready for delivery whether in whole or in part shall constitute tendering and the terms of payment shall apply.
- 3.2 ATS shall not be liable to any customer or any other party for direct or indirect or consequential injury, loss or damage whatsoever by reason or any delay in delivery whether the same is due to the negligence of ATS or any other party, strike or any other industrial action be it of ATS or other party or any other cause whatsoever.
- 3.3 ATS reserves the right to deliver by instalments. If delivery is made by instalments the customer shall not be entitled:
 - (a) to terminate or cancel the contract, or
 - (b) to any claim loss or damage howsoever arising failure by ATS to deliver any instalments on or before the quoted date.
- 3.4 It is agreed that ATS shall not be responsible for the delay in delivery caused by, or in any way incidental to an act of God, war, fire, breakage's of machinery, strikes or arising out of any other unexpected exceptional cause, or any cause beyond reasonable control of ATS.