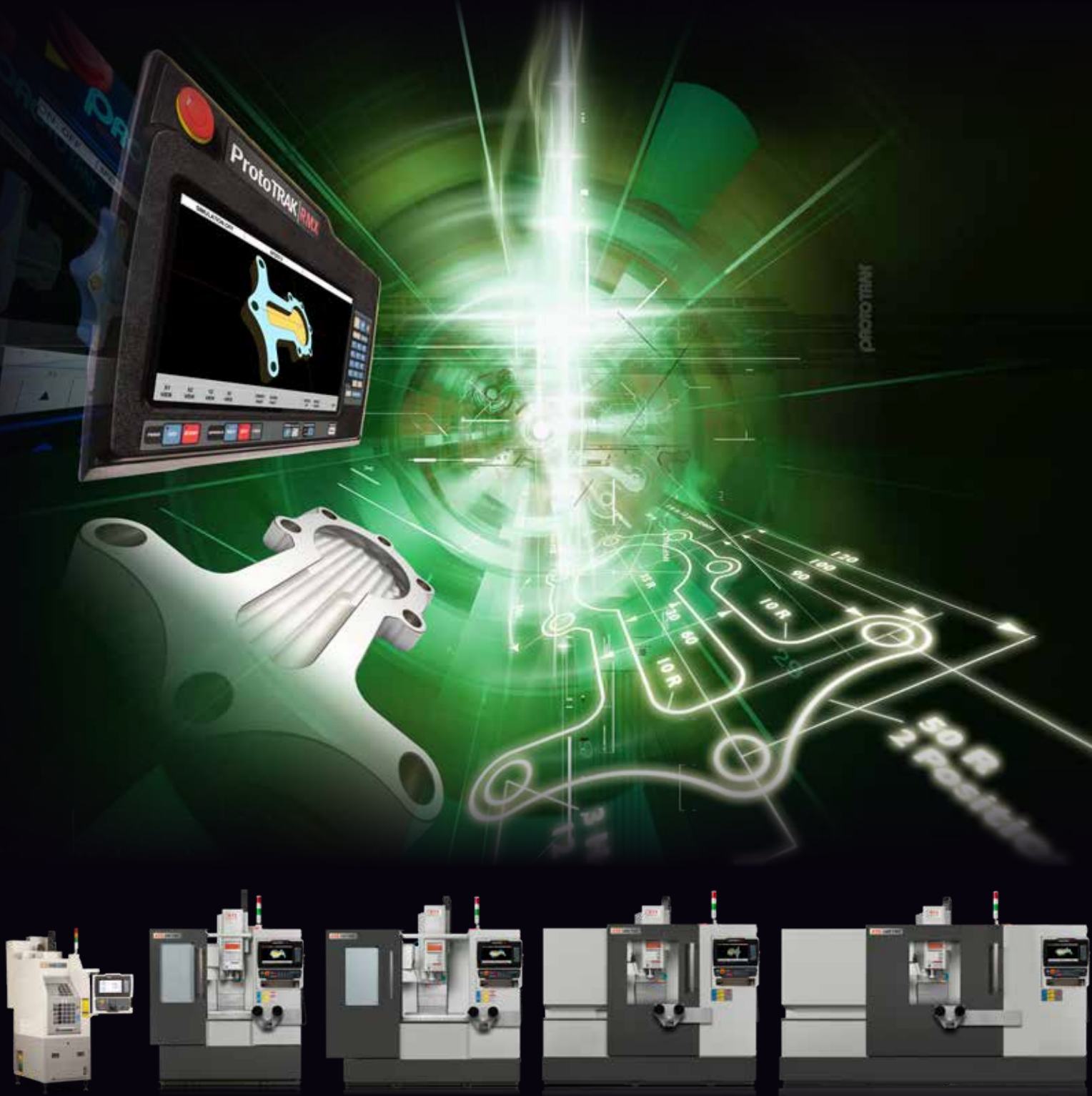


XYZ
Machine Tools

NEW
TMC RANGE

ProtoTRAK[®] TMC

The easy-to-use ProtoTRAK[®] control now on a full range of XYZ Machining Centres.



ProtoTRAK[®] Toolroom Machining Centres - the perfect solution for prototypes, one-offs and production.

XYZ

Machine Tools

Each and every machine tool within this catalogue has been designed and built to be **'the very best in its class'**. All of our machine tools are backed up with our first rate **XYZ Customer Support Teams**.



N Atherton
Nigel Atherton
MANAGING DIRECTOR

WHY XYZ MACHINE TOOLS ?

- LARGEST SUPPLIER OF CNC'S TO THE UK MARKET
- 800 MACHINES BUILT AND DELIVERED EVERY YEAR
- 25,000 MACHINES INSTALLED ACROSS THE UK
- PROVEN QUALITY AND RELIABILITY FOR OVER 35 YEARS
- UK SALES & SERVICE BACK UP
- FULL PRODUCT TRAINING
- FREE INITIAL TRAINING ON ALL NEW XYZ CNC PRODUCTS
- FINANCE PACKAGES TO SUIT
- MACHINE RENTAL
- PART EXCHANGE
- FULL 12 MONTH WARRANTY
- EXTENDED WARRANTIES
- NATIONWIDE SERVICE ENGINEERS
- PROGRAMMING HELPLINES
- SAME DAY SPARES DESPATCH

Enter the ProtoTRAK® TMC range.

Given the name **TMC** because they make an ideal **Toolroom Machining Centre** - The same RMX ProtoTRAK® control we offer on our Bed Mills is now available on an enclosed unit with all the features of a Bed Mill.

Even though many still delight in the open architecture of the Turret and Bed Mills, we can see that automatic tool changing and the cleanliness and additional safety a VMC offers will continue to grow.

It's been almost 30 years since XYZ introduced the ProtoTRAK® control into the UK market. This control revolutionised machine shops, bridging the gap between manual machines and full CNC machines. Today people still invest in these machines, they are considered one of the best machines for one off and small batch production.

Essentially, the new **TMC** range of machines are the existing 2-OP and LR machines but now featuring the ProtoTRAK® control.

The ProtoTRAK® control now features on the following machines:

XYZ RMX 2-OP

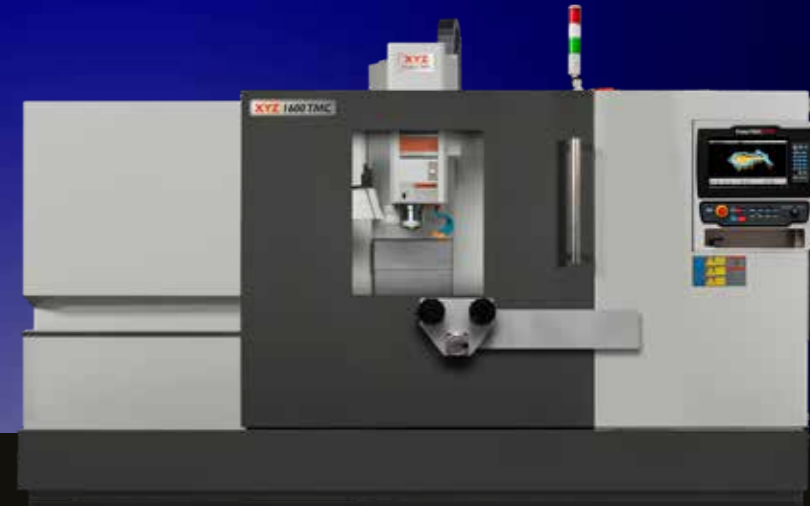
XYZ 500 TMC

XYZ 750 TMC



XYZ 1000 TMC

XYZ 1600 TMC



FREE initial training on all new XYZ CNC products.



XYZ support includes servicing, spares and programming helplines.



Full UK back-up support.

The ProtoTRAK® CNC/Manual control is simply the best technology solution for small batch machining available today.



Productivity

- ProtoTRAK® RMX CNC integrated into the machine at the factory
- TRAKing® allows the operators to run through the program using the handwheels
- Programmable spindle control
- Automatic toolchangers

Flexibility

- Manual, 2 axis or 3 axis
- Handwheels for manual operation
- DRO with Power feed and teach
- Conversational programming
- Will accept G code programs

Strength and Power

- BT40 spindle (BT30 on RMX 2-OP)
- AC servo motors
- Proven Linear Rail technology
- Cast Iron machine base

Precision

- High precision ballscrews on XY and Z axis
- Brushless servo motors
- Ballbar calibrated

Book the ProtoTRAK® 30 minute Desktop Demo.

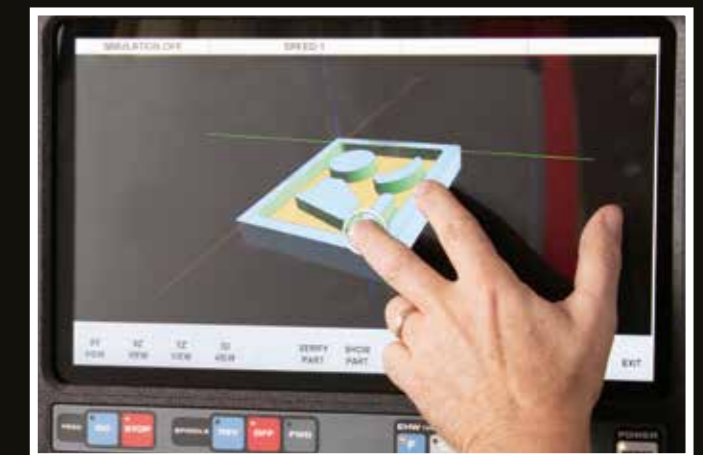


Machine Tool demos are available at any of the 6 XYZ UK Showrooms, please see the back cover to find the one nearest you.

- **BETTER**
New hardware, faster feeds, 24 NEW powerful features.
- **EASIER**
Now with a 15.6" touchscreen.
- **FASTER**
Now you can program your dxf files with just a few touches.



Interact with your part graphics. You can zoom, pan or rotate your drawings and 3D verified part by using the touchscreen.



To find out more about the ProtoTRAK® controls or to book a Desktop Demo, visit our website - <https://xyzmachinetools.com/prototrak-desktop-demo/>

ProtoTRAK® RMX on the XYZ Bed Mill.

ProtoTRAK® RMX on the XYZ RMX 2-OP and the XYZ TMC range.



XYZ RMX 2-OP

10,000 RPM
457 x 381mm TABLE
355 x 305mm TRAVEL

ProtoTRAK®



Mobile cell manufacturing for every machine shop with no increase in labour costs.

In a subcontract environment if the job is only a few hundred components, it's not worth moving machines around to set up a manufacturing cell. The **XYZ RMX 2-OP** addresses this issue by allowing you to quickly set up a cell so smaller batch runs can be machined with 'cellular' efficiency, dramatically reducing the time on the whole job or use as a standalone TMC.

Standard Equipment

- ProtoTRAK® touchscreen RMX control
- Optimised digital servo's
- 8 station tool changer
- Electronic hand wheel
- 10,000 RPM spindle
- Tapping
- Flood coolant
- Worklight
- Auto lubrication
- Pull studs
- USB port
- Networking

Optional Equipment

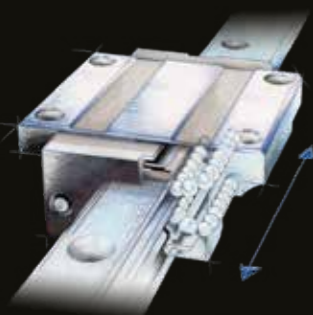
- Kurt modified vice
- Jergens ball lock table
- Fixture plate for vice with fence and magnetic stops
- Plain fixture plate
- Ball lock clamping devices
- Primary and secondary liners for fixture plates
- Tooling cart
- Speed indexer
- 4th axis with controller
- External USB drive
- Offline programming

	XYZ RMX 2-OP
X travel	355 mm
Y travel	305 mm
Z travel	455 mm
Table size	457 x 381 mm
Spindle to table	70 - 525 mm
Rapid feed XYZ axis	15 M/min
Max table load	250 kg
T slot size	16 mm
T slot number & pitch	4 @ 63 mm
Spindle speed	50 - 10,000 rpm
Spindle motor	2.25 kW / (3 HP)
Spindle taper	BT 30
Tool magazine	8 station
Max tool diameter	50 mm
Machine weight	1,100 kg
Footprint W x D x H	775 x 1,380 x 2,520 mm

XYZ 500 TMC

11kW (15HP) SPINDLE
 580 x 400 mm TABLE
 510 x 400 x 450 mm TRAVEL
 8,000 RPM SPINDLE
 (12,000 RPM OPTIONAL)
 SOLID CASTING 2,400 KG

ProtoTRAK®



Linear Rail Ball Bearing Slides
 New advances in Linear Rail Technology have enabled XYZ to produce a highly cost effective range of VMCs.

XYZ 500 TMC offers maximum workshop flexibility in a compact footprint.

The **XYZ 500 TMC** is the smallest machine in the toolroom machining centre range. This new range combines the ease of use offered by the ProtoTRAK® RMX control with the production capability of a machine with a toolchanger. With axis travels of 510 x 400 x 450 mm and 8,000 rpm spindle, this combined with the ProtoTRAK® RMX control makes it unique in the market as it can be used manually with the X Y and Z hand wheels, or in full CNC mode utilising the 12 station carousel tool changer and its full guarding. Built on a proven machine platform using the latest linear rail technology, the **XYZ 500 TMC** is the best of both worlds.

Standard Equipment

- ProtoTRAK® touchscreen RMX control
- Optimised digital servo drives
- Flood coolant
- Worklight
- 12 station carousel tool changer
- Easy clean swarf tray
- Steel concertina guards on all axis
- Powder coated guarding
- Pull studs
- USB ports
- Ethernet

Optional Equipment

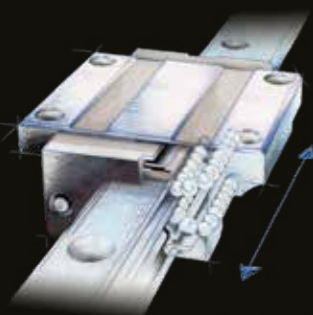
- 4th axis rotary table
- Swarf Conveyor and bin
- 12,000 rpm spindle
- Through spindle coolant
- Remote electronic hand wheel
- Movable electronic hand wheels for setting, manual operation and TRAKing®
- Side vision panels
- Offline RMX programming
- DXF Convertor
- Parasolid Convertor
- Programmable 4th axis
- Coolant washdown gun
- Remote stop go switch

	XYZ 500 TMC
X travel	510 mm
Y travel	400 mm
Z travel	450 mm
Table size	580 x 400 mm
Spindle centre to column	415 mm
Spindle to table	100 - 550 mm
Column front to table centre	215 - 615 mm
Rapid feed XYZ axis	20 M/min
Cutting feed rates	1-20,000 mm/min
Max table load	250 kg
T slot size	16 mm
T slot number & pitch	3 @ 125 mm
Spindle speed	5-8,000 rpm
Spindle motor	11kW (15HP)
Spindle taper	BT 40
Tool magazine capacity	12 carousel
Tool change time <i>tool to tool</i>	8 sec
Max tool diameter	100 mm
Max tool weight	6 kg
Coolant capacity	105 L
Ballscrew size (grade C3)	28 mm P8
AC servo motor size	X and Y 5Nm, Z 10Nm
Machine weight	2,400 kg
Footprint WxDxH	1,660 x 1,860 x 2,300 mm

XYZ 750 TMC

11kW (15HP) SPINDLE
 830 x 410 mm TABLE
 750 x 440 x 500 mm TRAVEL
 8,000 RPM SPINDLE
 SOLID CASTING 3,500 KG

ProtoTRAK®



Linear Rail Ball Bearing Slides
 New advances in Linear Rail Technology have enabled XYZ to produce a highly cost effective range of VMCs.

XYZ 750 TMC is a mid-sized, all-purpose machine.

The **XYZ 750 TMC** is a mid-sized machining centre with the versatility to satisfy both manufacturers from one off/small batch parts to full production runs. Using proven linear rail technology offering travels of 750 x 440 x 500 mm combined with an 8,000 rpm spindle, 20 station toolchanger and the latest ProtoTRAK® RMX control. The **XYZ 750 TMC** gives users the opportunity to manufacture one off's traditionally produced on manual machines using the handwheels located at the front of the machine or step straight into full production by creating programs for the ProtoTRAK® CNC on board or offline. A truly flexible solution for today's manufacturing needs.

Standard Equipment

- ProtoTRAK® touchscreen RMX control
- Optimised digital servo drives
- Flood coolant
- Worklight
- 20 station carousel tool changer
- Easy clean swarf tray
- Steel concertina guards on all axis
- Powder coated guarding
- Pull studs
- USB ports
- Ethernet

Optional Equipment

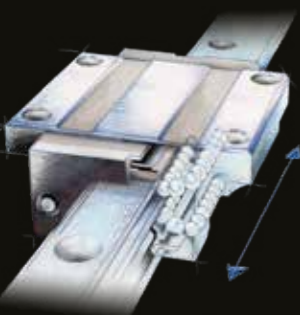
- 4th axis rotary table
- Swarf Conveyor and bin
- 12,000 rpm spindle
- Through spindle coolant
- Remote electronic hand wheel
- Movable electronic hand wheels for setting, manual operation and TRAKing®
- Side vision panels
- Offline RMX programming
- DXF Convertor
- Parasolid Convertor
- Programmable 4th axis
- Coolant washdown gun
- Remote stop go switch

	XYZ 750 TMC
X travel	750 mm
Y travel	440 mm
Z travel	500 mm
Table size	830 x 410 mm
Spindle centre to column	500 mm
Spindle to table	100 - 600 mm
Column front to table centre	305 - 745 mm
Rapid feed XYZ axis	20 M/min
Cutting feed rates	1 - 20,000 mm/min
Max table load	500 kg
T slot size	16 mm
T slot number & pitch	3 @ 100 mm
Spindle speed	5 - 8,000 rpm
Spindle motor	11kW (15HP)
Spindle taper	BT 40
Tool magazine capacity	20 carousel
Tool change time <i>tool to tool</i>	8 sec (2.5 sec)
Max tool diameter	80 mm
Max tool weight	7 kg
Coolant capacity	125 L
Ballscrew size (grade C3)	32 mm P8
AC servo motor size	X and Y 5Nm, Z 10Nm
Machine weight	3,500 kg
Footprint W x D x H	2,100 x 2,150 x 2,450 mm

XYZ 1000 TMC

11kW (15HP) SPINDLE
 1,060 x 500 mm TABLE
 1,000 x 500 x 500 mm TRAVEL
 8,000 RPM SPINDLE
 SOLID CASTING 4,600 KG

ProtoTRAK®



Linear Rail Ball Bearing Slides
 New advances in Linear Rail Technology have enabled XYZ to produce a highly cost effective range of VMCs.

XYZ 1000 TMC making a standard machine something more versatile.

The **XYZ 1000 TMC** has an impressive specification offering 1,000 x 500 x 500 mm axis travels, 20 station toolchanger, 8,000 rpm spindle and the easy-to-use ProtoTRAK® RMX control. Where most machine shops have machining centres for production work and bed mills for one off and small batch production, the **XYZ 1000 TMC** offers a unique opportunity to combine the two into one unit and offer greater flexibility to the machinist. With the front located handwheels changing from manual operation to full CNC and even using TRAKing® to run the program, never has a machine offered such a competitive advantage to the workshop.

Standard Equipment

- ProtoTRAK® touchscreen RMX control
- Optimised digital servo drives
- Flood coolant
- Worklight
- 20 station carousel tool changer
- Easy clean swarf tray
- Steel concertina guards on all axis
- Powder coated guarding
- Pull studs
- USB ports
- Ethernet

Optional Equipment

- 4th axis rotary table
- Swarf Conveyor and bin
- 12,000 rpm spindle
- Through spindle coolant
- Remote electronic hand wheel
- Movable electronic hand wheels for setting, manual operation and TRAKing®
- Side vision panels
- Offline RMX programming
- DXF Convertor
- Parasolid Convertor
- Programmable 4th axis
- Coolant washdown gun
- Remote stop go switch

	XYZ 1000 TMC
X travel	1,000 mm
Y travel	500 mm
Z travel	500 mm
Table size	1,060 x 500 mm
Spindle centre to column	532 mm
Spindle to table	100 - 600 mm
Column front to table centre	382 - 782 mm
Rapid feed XYZ axis	20 M/min
Cutting feed rates	1 - 20,000 mm/min
Max table load	800 kg
T slot size	16 mm
T slot number & pitch	4 @ 125 mm
Spindle speed	5 - 8,000 rpm
Spindle motor	11kW (15HP)
Spindle taper	BT 40
Tool magazine capacity	20 carousel
Tool change time <i>tool to tool</i>	8 sec (2.5 sec)
Max tool diameter	80 mm
Max tool weight	7 kg
Coolant capacity	160 L
Ballscrew size (grade C3)	32 mm P8
AC servo motor size	X and Y 5Nm, Z 10Nm
Machine weight	4,600 kg
Footprint W x D x H	2,530 x 2,200 x 2,500 mm

XYZ 1600 TMC

11kW (15HP) SPINDLE
1,600 x 660 mm TABLE
1,600 x 660 x 635 mm TRAVEL
8,000 RPM SPINDLE
SOLID CASTING 6,500 KG

ProtoTRAK®

Standard Equipment

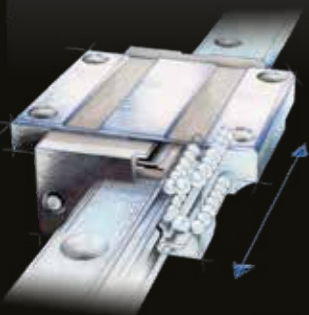
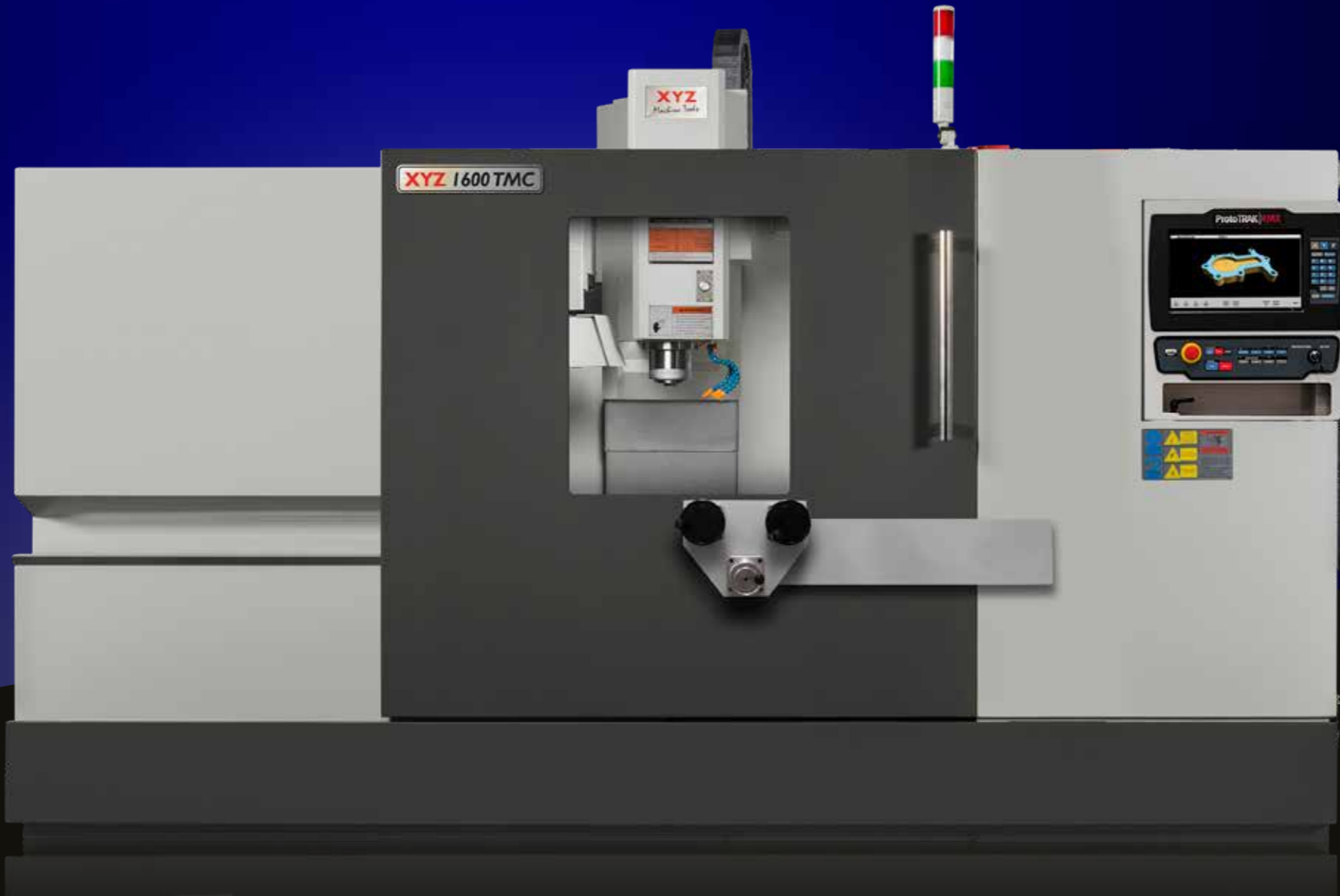
- ProtoTRAK® touchscreen RMX control
- Optimised digital servo drives
- Flood coolant
- Worklight
- 20 station carousel tool changer
- Easy clean swarf tray
- Steel concertina guards on all axis
- Powder coated guarding
- Pull studs
- USB ports
- Ethernet

Optional Equipment

- 4th axis rotary table
- Swarf Conveyor and bin
- 12,000 rpm spindle
- Through spindle coolant
- Remote electronic hand wheel
- Movable electronic hand wheels for setting, manual operation and TRAKing®
- Side vision panels
- Offline RMX programming
- DXF Convertor
- Parasolid Convertor
- Programmable 4th axis
- Coolant washdown gun
- Remote stop go switch

XYZ 1600 TMC giving the workshop a competitive edge.

The **XYZ 1600 TMC** goes above and beyond the workshop standard. Offering 1,600 x 660 x 635 mm travels, 8,000 rpm spindle, 20 station carousel and the ProtoTRAK® RMX control. Using the latest linear rail technology combined with the flexibility of the ProtoTRAK® RMX control, the machine can be used both manually with the hand wheel pendant and in full CNC for serious production. The power and capability of the **XYZ 1600 TMC** offers real advantages to the modern-day workshop.



Linear Rail Ball Bearing Slides
New advances in Linear Rail Technology have enabled XYZ to produce a highly cost effective range of VMCs.

	XYZ 1600 TMC
X travel	1,600 mm
Y travel	660 mm
Z travel	635 mm
Table size	1,600 x 660 mm
Spindle centre to column	750 mm
Spindle to table	105 - 740 mm
Column front to table centre	370 - 1,030 mm
Rapid feed XYZ axis	20 M/min
Cutting feed rates	1 - 20,000 mm/min
Max table load	1,000 kg
T slot size	18 mm
T slot number & pitch	5 @ 100 mm
Spindle speed	8,000 rpm (12,000 rpm opt)
Spindle motor	11kW (15HP)
Spindle taper	BT 40
Tool magazine capacity	20
Tool change time <i>tool to tool</i>	2.5 sec
Max tool diameter	80 mm
Max tool weight	8 kg
Coolant capacity	160 L
Ballscrew size (grade C3)	40 mm P8
AC servo motor size	X and Y 10Nm, Z 15Nm
Machine weight	6,500 kg
Footprint W x D x H	4,000 x 2,650 x 3,000 mm



Here at **XYZ** we have been developing, testing, and refining our range of machine tools for over 35 years. Our winning principles of combining outstanding build quality with the world's best control systems, namely ProtoTRAK[®],

Siemens, and Heidenhain, have seen the **XYZ** product range grow to become the nation's first choice for prototype, low-volume and production. But that's just the beginning, when you

combine great value products with an excellent support infrastructure it's easy to see why **XYZ** has grown to be the largest supplier of CNC machine tools into the UK market.

The full range of **XYZ** thoroughbreds - Each one the best in its class.

<p>XYZ Manual Mills, Lathes and Grinders 3 Models available</p>	<p>XYZ ProtoTRAK[®] KMX Turret Mill 3 Models available</p>	<p>XYZ ProtoTRAK[®] RMX Bed Mills 4 Models available</p>	<p>XYZ PROTURN RLX Lathes 8 Models available</p>	<p>NEW RLX 780 x 3 metre XYZ RMX 2-OP Now available with 10,000 RPM spindle 1 Model available</p>	<p>NEW Mobile ProtoTRAK CNC XYZ TMC Range 4 Models available</p>	<p>NEW ProtoTRAK on a VMC XYZ LR Range 4 Models available</p>	<p>XYZ VMC HD Range 4 Models available</p>
<p>XYZ High Speed VMC 1 Model available</p>	<p>NEW 3 new models including Twin Spindle XYZ 5 Axis Simultaneous and 4+1 VMC 2 Models available</p>	<p>NEW XYZ XL now with live tooling option XYZ Turning Centres 6 Models available 2 Models available</p>	<p>XYZ Heavyweight Vertical Machining Centres 3 Models available</p>	<p>XYZ XL & Oil Country Lathes 5 Models available</p>			



Our Devon HQ Showroom and Training Centre.

View our drone tour of HQ below.



Our Devon HQ, sized at 100,000 sq ft, houses stock of over 350 machine tools ready for delivery and installation.

XYZ Price Promise

We believe above all in fairness and treating customers as we would like to be treated. You can rest assured that the price you pay is the price every company pays.... Big, small, new or regular every customer pays the same.

Our pricing policy is simple and straightforward. XYZ promises that everyone gets our best price, automatically, every time.

Nigel Atherton
MANAGING DIRECTOR



Terms and Conditions

All details contained within this catalogue are accurate at the time of going to press, but please be aware that XYZ Machine Tools Ltd has a policy of continuous development. Because of this some details may be subject to change without prior notice. Please be sure to confirm all specifications and details prior to ordering.

XYZ MACHINE TOOLS LIMITED TERMS AND CONDITIONS OF SALE

Please read this document carefully as all goods sold by XYZ Machine Tools Limited will be supplied subject to these terms and conditions of sale.

1. Definitions

1.1 In these terms and conditions, the following definitions shall apply:
 "Company" means XYZ Machine Tools Limited (company number 1765883) whose registered office is at Woodlands Business Park, Burllescombe, Tiverton, Devon, EX16 7LL.
 "Purchaser" means the person, firm or company placing an order for Goods.
 "Goods" means the goods described in the Confirmed Order.
 "Confirmed Order" means an order for the Goods as confirmed by the Company under clause 3.4
 "Due Date" means the date referred to in clause 6.1.

1.2 Any reference in these terms and conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

2. Contract

2.1 These terms and conditions apply to all contracts for the sale of Goods by the Company to the Purchaser. No variation will be effective unless agreed in writing by a director of the Company.

2.2 The Company's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Company in writing. Any advice or recommendation given by the Company or its employees or agents to the Purchaser which is not confirmed in writing is followed or acted upon entirely at the Purchaser's own risk.

2.3 The descriptions and illustrations contained in the Company's catalogues, price lists, specifications and other advertisement matter are intended merely as an indication of the type of goods described therein and none of the above shall form part of any contract with the Purchaser.

3. Order and Acceptance

3.1 The Company will provide the Purchaser with a written quotation for the Goods. Any order made by the Purchaser against such quotation constitutes an offer by the Purchaser to buy the Goods.

3.2 The Purchaser shall be responsible to the Company for the accuracy of any information contained in its order.

3.3 Any Goods from stock are subject to availability at the time an order is submitted by the Purchaser.

3.4 No order submitted by the Purchaser shall be deemed to be accepted by the Company unless and until confirmed in writing by the Company.

3.5 The quantity and description of the Goods shall be as specified in, or referred to, in the Confirmed Order.

3.6 No Confirmed Order may be cancelled by the Purchaser except with the agreement in writing of the Company and on terms that the Purchaser shall indemnify the Company in full against all costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation.

3.7 A separate contract shall arise in respect of each Confirmed Order.

4. Price of the Goods

4.1 The price for the Goods shall be the price set out in or referred to in the Confirmed Order (or, in the case of any error or omission, as subsequently notified by the Company to the Purchaser) provided the Company may increase the price for any reason under clause 6.2.

4.2 The price is exclusive of Value Added Tax.

4.3 The price is exclusive of delivery charges. If the Purchaser requires delivery of the Goods the Company reserves the right to add to the price the cost of any packaging, carriage and/or insurance.

4.4 The price is exclusive of any duties, imposts and levies. The price for any imported parts incorporated in the Goods may be subject to fluctuation and the Purchaser agrees that any Confirmed Order is based on the current rate of import duty and rate of exchange at the time of the Confirmed Order unless otherwise specified.

4.5 Unless otherwise agreed in writing, payment shall be made in pounds sterling, and if the price for the Goods is quoted by the Company in a currency other than pounds sterling payment shall be calculated at the rate of exchange at the time of the Confirmed Order.

5. Delivery

5.1 The Company will use reasonable endeavours to deliver on any date indicated in the Confirmed Order for the delivery of Goods but delivery dates should be regarded as approximate only and delivery time shall not be of the essence of the contract.

5.2 Delivery shall take place when the Company notifies the Purchaser that the Goods are ready for collection from the Company's premises unless the Purchaser has required the Company to make delivery at the Purchaser's premises in which case delivery shall take place when the Goods are delivered to such premises and off loaded from the transporting vehicle.

6. Terms of Payment

6.1 Payment for the Goods shall be made by the Purchaser to the Company immediately upon delivery of the Goods or, if otherwise agreed between the Company and the Purchaser, within 30 days after the end of the month of despatch by the Company of an invoice for the Goods.

6.2 If the Company is unable to effect delivery or despatch the Goods by reason of the Purchaser failing to take delivery of the Goods or by reason of the Purchaser's instructions or lack of instructions the Company shall be entitled to notify the Purchaser that the Goods are ready for delivery or despatch and to add to its invoice reasonable additional carriage for insurance and/or storage costs resulting from the delay in delivery or despatch of the Goods.

6.3 Time for payment shall be of the essence.

6.4 If the Purchaser fails to make any payment on the Due Date then, without prejudice to any other right or remedy available to the Company, and without incurring any liability for any loss or damage caused to the Purchaser, the Company shall be entitled to:

- cancel any Confirmed Order and/or suspend any further deliveries of goods to the Purchaser;
- appropriate any payment made by the Purchaser to such of the Goods (or goods supplied under any other contract between the Company and the Purchaser) as the Company may think fit; and
- charge the Purchaser interest (both before and after judgement) on the amount unpaid at the rate of 6 per cent per annum above the base rate of HSBC Bank plc from time to time or the statutory rate applicable under The Late Payments of Commercial Debts (Interest) Act 1998 as amended (whichever is greater), in either case such interest to accrue on a daily basis from the Due Date until the date of actual payment.

7. Risk and Property

7.1 The risk of damage to or loss of the Goods shall pass to the Purchaser at the time of delivery or, if the Purchaser fails to take delivery of the Goods, at the time when the Company has tendered delivery of the Goods.

7.2 Notwithstanding delivery and the passing of risk in the Goods or any other provision of these terms and conditions the property in the Goods shall not pass to the Purchaser until the Company has received in cash or in cleared funds:

- payment in full of the price of the Goods, and
- payment in full for all other goods agreed to be sold by the Company to the Purchaser for which payment is then due or accruing due.

7.3 Until such time as the property in the Goods passes to the Purchaser:

- the Purchaser shall hold the Goods as the Company's fiduciary agent and bailee and shall keep the Goods properly stored and insured for the Company's benefit and identified as the Company's property; and
- the Company shall be entitled at any time to require the Purchaser to deliver up the Goods to the Company and if the Purchaser fails to do so the Company, its employees and/or its agents may forthwith enter upon any premises of the Purchaser or any third party where the Goods are stored and repossess the Goods; and
- the Purchaser shall afford the Company inspection of any documents relating to such Goods for the purpose of tracing them.

7.4 The Purchaser shall not be entitled to pledge, or purport to pledge or in any way charge or purport to charge by way of security for any indebtedness, any of the Goods which remain the property of the Company.

8. Acceptance of Goods

The Purchaser shall be responsible for inspecting the Goods:

- where they are collected by the Purchaser (or its agent) from the Company's premises, at the time of collection; or
- where they are delivered to the Purchaser's premises, within 3 working days of delivery and shall at the relevant time notify the Company if the Purchaser's shall consider the Goods to be in any way damaged, unsatisfactory or otherwise not in conformity with the contract. In the absence of such notification the Purchaser shall be deemed to have accepted the Goods.

9. Warranty

9.1 Subject to the conditions of this clause and of clause 10 the Company warrants that Goods will at their time of acceptance under Clause 8, remain free from defects in material and workmanship for the shorter of a period of 12 months or for 2000 hours of use.

9.2 The above warranty is given by the Company subject to the following conditions:

a. the Company shall be under no liability in respect of any defect arising from wilful damage, negligence, failure to follow the Company's instructions, misuse, alteration to the Goods (including by the removal of any guard or cover) or repair of the Goods in each case by the Purchaser, its employees or agents;

b. that it does not extend to parts, materials or equipment not manufactured by the Company, in respect of which the Purchaser shall only be entitled to the benefit of any warranty or guarantee given by the relevant manufacturer;

c. the Company shall be under no liability if full payment for any of the Goods has not been made by the Due Date.

9.3 Subject as expressly provided in these terms and conditions and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) all warranties and conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. Where Goods are sold to a consumer the statutory rights of the consumer are not affected by these terms and conditions.

9.4 Without prejudice to clause 9.2 (b) any claim made by the Purchaser which is based on any defect in the quality or condition of the Goods

shall be notified to the Company in writing within 14 days from the date on which the defect or failure became apparent. Where such a claim is notified to the Company, the Company shall be given the opportunity of remedying the defect or failure and supplying (where necessary) replacement parts and completion of such remedial work shall constitute fulfilment of the Company's obligations under the contract. Remedial work and replacement parts will be provided free of charge, provided the Purchaser at its own cost returns to the Company the relevant Goods.

9.5 Without prejudice to clause 9.4 the Company at its sole discretion shall be entitled to refund the Purchaser the price of the Goods and shall have no further liability to the Purchaser under the contract.

9.6 Except in respect of death or personal injury caused by the negligence of the Company the total liability of the Company to the Purchaser under this contract shall not exceed the price of the Goods.

9.7 Except in respect of death or personal injury caused by the negligence of the Company, the Company shall not be liable to the Purchaser by reason of any representation (unless fraudulent), warranty, condition or other term of the contract for any loss or damage (whether for loss of profit or goodwill), for consequential loss which arise out of or in connection with the supply of the Goods.

9.8 The Company shall not be liable to the Purchaser or be deemed to be in breach of the contract by reason of any delay in performing or any failure to perform the Company's obligations in relation to the Goods if the delay or failure was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Company's reasonable control

- act of God, explosion, flood, tempest, fire or accident;
- war or threat of war, sabotage, insurrection, civil disturbance;
- acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- import or export embargoes;
- strikes, lock outs, or any other industrial actions or trade disputes (whether involving employees of the Company or a third party);
- difficulty in obtaining labour, fuel, parts or Goods from their manufacturer.

10. Acknowledgements by the Purchaser

Without prejudice to clause 9.2 (a) the Purchaser acknowledges by placing an order for the Goods:

a. that if the Goods are incorrectly installed the Goods may cause serious danger to persons and property and that the Purchaser accepts responsibility for the proper installation of the Goods; and

b. the Purchaser must use the Goods in a safe manner and comply with all applicable health and safety laws and regulations when instructing its employees or agents in the use of the Goods; and

c. that it has read these terms and conditions and that it considers these terms and conditions are reasonable.

11. Indemnity

11.1 Certain component parts incorporated into the Goods may have intellectual property rights belonging to their original manufacturer and may not be reproduced, altered or used in any way without the written permission of the manufacturer.

11.2 The Purchaser will indemnify the Company and keep it indemnified against all damages, penalties, costs and expenses for which the Company becomes liable as a result of third party claims or demands made against the Company as a result of the failure of the Purchaser to comply with any of its obligations under the contract.

12. Notices

Any notice under the contract shall be properly given in writing and sent by first class post or facsimile transmission or by electronic mail to the address of the intended recipient as stated in the contract or to such address as the Company and the Purchaser from time to time communicate to each other as their respective addresses for service and shall be deemed served, in the case of postal notice, on the expiry of 24 hours from time of posting or, if by facsimile transmission or electronic mail, at the time of transmission provided that a facsimile or electronic mail confirmatory receipt is obtained by the sender.

13. General

13.1 If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected thereby.

13.2 These terms and conditions and any contract incorporating them shall be governed by and construed in accordance with English Law and all disputes hereunder shall be submitted to the non-exclusive jurisdiction of the English courts.

14. Non-transferable

14.1 The Purchaser's rights and obligations under this contract shall not be transferred or assigned directly or indirectly either in part or whole to any third party without the prior written consent of the Company.

14.2 Unless otherwise agreed between the Company and the Purchaser a person who is not party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

15. Termination

Without prejudice to clause 6.4 the Company shall be entitled to cancel the contract with the Purchaser in the following circumstances:

a. if a petition is presented for the winding up, administration or bankruptcy of the Purchaser, if the Purchaser has a receiver appointed in respect of its assets or any other insolvency proceedings are commenced by or against it;

b. if any distress or execution is levied upon the Purchaser, its property or assets;

c. if the Purchaser ceases, or threatens to cease to carry on business;

d. if the Company reasonably apprehends that any of the events mentioned in clauses (a)-(c) above are about to occur in relation to the Purchaser and notifies the Purchaser accordingly; in each case without incurring any liability for any loss or damage caused to the Purchaser and without prejudice to the Company's rights to payment under clauses 3, 6 and 11.2.

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