

**CONDITIONS OF CONTRACT****1. DEFINITIONS**

In these Terms and Conditions

- "The Company" means WPL Limited and includes its successors and assigns.
- "The Customer" means the person, firm or company who accepts a quotation from the Company or whose order is accepted by the Company.
- "The Goods" and "The Services" means respectively the Goods and/or the Services agreed to be supplied to the Customer.
- "The Site" means the Site described in the quotation to which the goods or services are to be delivered or carried out.

**2. OVERRIDING PROVISIONS**

All quotations, orders accepted, work done, sales made and the Services supplied are subject to these Conditions (save insofar as the same are varied by or inconsistent with Terms and Conditions expressly agreed by the Company in writing).

In the event of a conflict between these Terms and Conditions and Conditions of the Customer's enquiry, order or acceptance (including printed Terms and Conditions), these Conditions shall prevail unless otherwise expressly agreed by the Company in writing.

**3. QUOTATIONS AND PRICES**

- 3.1 Formal quotations are binding on the Company subject, nevertheless, to its right to increase the quoted price in accordance with Condition 4.0.
- 3.2 Budget quotations and estimates are for guidance of the Customer only and are not binding on the Company.
- 3.3 Quotations are open to acceptance for a period of 60 days from the date shown on the quotation.
- 3.4 Where no quotation has been given, the Company will charge at its standard prices at the date of delivery.
- 3.5 All prices are exclusive of V.A.T. unless shown otherwise.

**4. ADDITIONS TO QUOTED PRICE**

- 4.1 Quotations are based on the cost of labour, materials and overheads current on the quotation date, and on the assumption that all work will be carried out during normal working hours and confined strictly to work and materials described in the quotation. Accordingly and notwithstanding at confirmation or acceptance of any order the Company reserves the right to increase the quoted price to take account of:-
- 4.1.1 increase in the cost of materials arising after quotation date.
- 4.1.2 any changes of specification, additional or other work (including work done outside normal working hours) not included in the quotation but authorised by the Customer.
- 4.2 The Company reserves the right to charge additionally for delivery.

**5. THE COMPANY'S OBLIGATIONS**

- 5.1 In consideration of the payments to be made by the Customer, the Company shall supply in general conformity with the provisions of the contract.
- 5.2 Where the goods are designed by the Company, the Company shall in the performance of such design, exercise the reasonable skill and care to be expected of a competent professional designer. However, the Company shall have no liability to the client in respect of the design of the goods except insofar as it has failed to exercise such reasonable skill and care.
- 5.3 The Company shall be entitled without adjustment of the quoted price to make any minor variations to the design of the goods, or substitute for materials referred to in the quotation if the Company considers such variations necessary.

**6. CUSTOMERS OBLIGATION**

Unless otherwise stated in the quotation, the Client shall:

- 6.1 Supply all necessary data and information to enable the Company to prepare its designs and working drawings.

- 6.2 Accept delivery of the goods to the site and/or as agreed in the quotation, and allow the Company access to the site for such delivery and where installation work is carried out by the Company:-
- 6.2.1 allow the Company free and unimpeded access to the site for the purpose of carrying out the works.
- 6.2.2 be responsible for obtaining all statutory approvals necessary for installation and operation of the goods.
- 6.2.3 off-load and check goods and materials delivered to site prior to the arrival of the Company's personnel. Provide secure undercover storage (where appropriate) adjacent to the site for all goods and materials.
- 6.2.4 be responsible for site safety and proper provision of health welfare facilities on site.
- 6.3 Where the goods are manufactured to the Customer's specific design, drawing or specification, the Customer warrants to the Company that it has full authority so to instruct the Company. The Customer shall fully indemnify the Company in respect of all costs, charges and expenses incurred by the Company as a result of any breach of this warranty.

**7. PAYMENT**

- Either 7.1 or 7.2 will apply to every contract unless agreed specifically in writing.
- 7.1 If credit facilities have been granted to the Customer, then all invoices are due for payment 30 days after the date shown on the invoice.
- 7.2 In the absence of any credit facilities, the following terms shall apply:-
- 7.2.1 20% with order.
- 7.2.2 80% upon notification of readiness to despatch.
- 7.3 In the event of payment from overseas, unless otherwise agreed in writing by the Company, all such payments are to be made by sterling credit transfer to the nominated UK bank account of the Company and without any deduction whatsoever.
- 7.4 Without prejudice to any other right or remedy of the Company, the Company reserves the right to suspend delivery or to determine the contract if there is any outstanding liability owing to it by the Customer, or if in its opinion the Customer will not be able to meet any future or existing commitment to it.
- 7.5 Interest will be chargeable at the rate of 2.5% per calendar month calculated monthly on invoices unpaid following the due date. Interest at the specified rate shall be chargeable from the due date and shall continue to be chargeable following any judgement against the Customer.

**8. CANCELLATION**

Should an order placed on the Company, in whatever form, be cancelled for any reasons, then the Customer shall be liable to pay the full value of the order unless otherwise agreed with the Company in writing.

**9. DELIVERY**

- 9.1 Delivery dates are only estimates. The Company shall use all reasonable endeavours to meet the Customer's delivery requirement, but shall not be liable for any loss or damage whether direct or consequential caused by delay in delivery.
- 9.2 Unless otherwise agreed in writing by the Company, delivery will be effected at the premises of the Company.
- 9.3 The Company may charge for storage of the Goods and also Invoice for the Goods where the Customer has delayed delivery or collection for more than seven days following notification that they are ready for dispatch.
- 9.4 The Goods may be delivered in instalments.
- 9.5 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Company to deliver any one or more of the instalments in accordance with this agreement shall not entitle the Customer to treat the contract as a whole as repudiated.

9.6 The Customer shall only be entitled when the Goods are not delivered or the Services not performed within three months of any estimated date for the same to terminate the contract by written notice, subject in the case of non-completion, to payment for the Goods already delivered and materials used and the Services already provided and obligations incurred by the Company pursuant to this contract.

10. **TITLE AND RISK**

10.1 Risk in the Goods will pass to the Customer on delivery to the Customer or the Customer's carrier or nominee.

10.2 Title in the Goods will not pass until they have been paid for.

10.3 The Customer shall store the Goods separately and identifiably until paid for.

10.4 The Company shall be entitled to recover possession of the Goods (and enter onto the premises of the Customer for that purpose) if they are not paid for by the due date or if the Company has determined any contract with the Customer pursuant to condition 7(d) above.

11. **INSOLVENCY**

In the event of the Customer becoming insolvent or making any arrangements or compositions with its creditors or having a Receiver appointed of all or any part of its assets or (being a Company), becoming unable to pay its debts within the meaning of Section 123 Insolvency Act 1986, or passing a winding up resolution or if a liquidator or administrator is appointed to it, the Company may by written notice immediately terminate the contract and suspend any further deliveries, and if the Goods have been delivered and the Services performed, but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

12. **LIMITATIONS AND EXCLUSIONS**

12.1 The Company's liability under any term, condition or warranty expressed or implied herein by virtue of common law statute or in tort, or in respect of loss or damage arising in consequence or by virtue of defective workmanship or materials shall be limited (insofar as such limitation is lawful) to the cost of repairing or (at the Company's option) replacing the Goods at the Company's premises (the Customer being responsible for all packing and transportation costs) and the Company shall not be liable for any consequential loss or costs or loss of profit or business (including such incurred in removing defective Goods from where fixed).

12.2 No Company employee has authority to give any verbal warranty or representation as to the fitness for any particular purpose of any of the Goods sold or manufactured by the Company.

12.3 The Company limits its liability for failure to provide the Services or any of them to the additional and reasonable cost incurred by the Customer in having the missing services provided by a third party. In no circumstances shall the Company be liable for consequential loss or loss of profits arising from its failure to perform the Services.

12.4 The Company will manufacture the Goods to the Customer's specification and accepts no liability for defects in such specification.

12.5 The Company's liability for incidental damage caused to the property of the Customer whilst engaged in supplying the Goods or performing the Services shall be limited to £1,000.00).

13. **CUSTOMERS' DESIGNS**

Where the Goods are manufactured to Customers' designs or specifications, the Customer warrants to the Company that it has full authority to so instruct the Company and the Customer shall fully indemnify the Company in respect of all costs, charges and expenses incurred by the Company as a result of any breach of this warranty.

14. **TESTS**

The Company shall, where the contract stipulates, arrange for the testing of the Goods. The tests shall be the Company's normal tests and all costs of other tests required by the Customer shall be borne by the Customer.

15. **GOODS FOR EXPORT**

The Customer shall obtain all necessary permits to ensure that the Goods destined for export from the United Kingdom may lawfully be delivered to their destination and be responsible for the payment of any duties on them.

16. **FORCE MAJEURE**

The Company will not be liable for any failure to perform or difference in performance attributable to accidents or circumstances beyond the reasonable control of the Company and in particular (but without limiting the generality thereof) industrial action, civil commotion, riot, invasion, war, threat of or preparation for war, shortage of materials, fire, explosion, storm, flood, earthquake, subsidence or other natural physical disaster, epidemic, act or restraint of government. In any such event, the Company shall be at liberty on notice to the Customer, to make partial delivery only or to determine the contract, and in either case without prejudice to its rights accrued thereunder.

17. **SUB-CONTRACTING**

The Company is permitted to sub-contract any part of any contract.

18. **EXCLUSION AND INDEMNITY**

The Customer shall not by notices or otherwise, purport to limit its liability to employees, agents or sub-contractors of the Company whilst attending at the premises of the Customer and shall indemnify the Company against claims by, or in respect of its employees, agents or sub-contractors in respect of death or personal injury suffered whilst so attending or attending premises of any third party at the request of the Customer.

19. **WAIVER OF CONDITION OR INDULGENCE**

Any indulgence granted by the Company to the Customer or any waiver by the Company of its rights under these Conditions in respect of any particular transaction or series of transactions, shall not be deemed a waiver of the Company's rights in respect of any further transactions nor to be an agreement to confer the same indulgence in respect of any further transactions.

20. **LAW**

The law applicable to any contract incorporating these Conditions shall be English Law and the parties submit to the jurisdiction of the English Court.