

# STANDARD TERMS & CONDITIONS OF SALE

## 1) General

**1.1** Unless otherwise agreed in writing, the following terms and conditions apply to the sale of all goods made by West Design Products Ltd (known as "The Company") to the exclusion of any other terms or conditions.

## 2) Prices

**2.1** The price of the goods shall be the price listed on our current price list current on the date of despatch of your order, exclusive of VAT, handling and any delivery costs which are payable in addition by you.

**2.2** Any discounts offered by us on our published price lists are made at our discretion and will be revoked in the event of any delay in payment.

## 3) Placing Orders

**3.1** You are responsible for ensuring each order you place is complete and accurate. Each order is an offer by you to purchase goods subject to these terms and conditions. We are entitled to assume that you are making the order in the same legal capacity as any previous order, unless you indicate otherwise.

**3.2** To ensure prompt and efficient delivery, orders can only be executed in the standard packs as shown in the price list.

**3.3** For delivery to mainland UK (excluding Highlands), orders below £100 are subject to a minimum £7.50 handling charge. For all other delivery addresses, orders below £250 are subject to a minimum handling charge of £25. Oversized pallets will be subject to an additional surcharge. We shall accept your order on issue by us of a written acknowledgement of your order or on delivery of the goods (which ever is earlier). Once we have accepted your order, we shall supply you, subject to availability, with the quantity and specification of goods set out in your order.

**3.4** No order can be cancelled without the company's prior written agreement and then only if the company is reimbursed for all costs as a consequence of the cancellation.

## 4) Description of Goods

**4.1** The Company undertakes that the goods it supplies are fit for their stated purpose. However, the Customer is responsible for determining the suitability of the goods for any particular use.

**4.2** All descriptive matter, specifications and advertising issued by us and any description of illustration contained in our catalogues or brochures ('description') are issued or published for the sole purpose of giving an approximate idea of the goods described in them. They do not form part of this agreement.

**4.3** We reserve the right to make any changes in the descriptions necessary to comply with any applicable legal requirements or product specification changes.

**4.4** We warrant that all goods promoted for sale by us are of satisfactory quality. In all other respects, and to the maximum extent permissible, we make no other warranties or promises about the goods, and any implied warranties are excluded.

**4.5** Certain important safety information is provided by us in relation to the goods (on the goods themselves and/or in our catalogues). You acknowledge that you are (or before using or supplying the goods will make yourself) aware of this information.

## 5) Defective Goods

**5.1** We shall not be liable for goods which are not of satisfactory quality ('defective goods') unless you give us written notice of the defect within 3 working days of the time when you discover, or ought to have discovered, the defect, and we are given a reasonable opportunity (after receiving such notice) to examine such goods and you (if we so request) return such goods to our place of business at our cost for the examination to take place there.

**5.2** We shall not be liable for goods if:

- You make any further use of such goods after giving such notice; or
- The defect arises because you failed to follow our oral or written instructions as to the storage, use or maintenance of the goods or (if there are none) good trade practice; or
- You altered or repaired such goods without our written consent.

**5.3** Subject to conditions 5.1 and 5.2, we shall at our option repair or replace any defective goods or refund the price of such goods (where payment has been received) provided that (if we so request) you shall, at our expense, return the defective goods to us together with a completed Goods Returned Authorisation(s). We shall have no further liability in respect of those goods once we have complied with this cause.

**5.4** Any returned goods will belong to us.

**5.5** We accept returned goods only in the circumstances set out above. If you return goods to us other than in those circumstances, we reserve the right to refuse such return or to make (in which case you shall pay us) an administration charge of 20% of the price paid for the goods returned.

**5.6** The Company has the sole right to determine whether or not the goods are faulty.

## 6) Payment

**6.1** Payment shall be made by the Customer to the Company by the end of the month following the date of the invoice of the goods supplied.

**6.2** Payment by the due date shall be the essence of the contract.

**6.3** Where payment in respect of any invoice is delayed beyond the date due for payment, the company shall have the right, at its sole discretion and without prejudice to any other right it might have, to charge the Customer 2% per month, calculated on a daily basis, on any overdue amount.

**6.4** No payment shall be taken to have been received until we have received cleared funds. Where we have to re-present any cheque received from you, you shall pay us an administration fee of £10.

**6.5** We reserve the right to withhold deliveries of goods until payment is received.

**6.6** Under such circumstances that the company deems it necessary to send a legal letter in an attempt to recover a debt, you shall pay us an administration charge of £10.

## 7) Delivery

**7.1** Delivery shall be made to the delivery address (specified by you at the time of ordering) and shall be made either by post in which case delivery shall take place when the goods are posted or by carrier, in which case delivery of the goods shall take place at the delivery address when the goods pass over the tailgate of the carriers vehicle.

**7.2** Any times specified by us for delivery are approximate only. We shall not be liable for any direct, indirect or consequential loss (including without limitation, financial loss such as loss of profit) or otherwise caused by any delay in the delivery of the goods howsoever caused. If no time for delivery is specified, we shall deliver the goods to you within a reasonable time.

**7.3** The quantity of any consignment of goods recorded by us upon despatch from our premises shall be conclusive evidence of the quantity received by you on delivery unless you can provide conclusive evidence to the contrary.

**7.4** We shall not be liable for any non-delivery of goods unless written notice is given to us within 3 days working of the date when the goods would in the ordinary course of events have been delivered.

**7.5** Our liability for non-delivery of goods shall be limited to replacing the goods within a reasonable time or issuing a credit note against any invoice raised for such goods.

**7.6** We shall not be liable for any loss or damage to orders shipped on behalf of a customer once it has been dispatched.

## 8) Risk/Title

**8.1** Risk of damage to or loss of the goods shall pass to you at the time of delivery.

**8.2** Ownership of the goods shall not pass to you until we have received in full (in cash or cleared funds) all sums due to us in respect of:

**8.2.1** The goods; and

**8.2.2** All other sums which are or which become due to us from you on any account

**8.3** Until ownership of the goods has passed to you, you must;

**8.3.1** Hold the goods on a fiduciary basis as our bailee;

**8.3.2** Store the goods (at no cost to us) separately from other goods belonging to you or any third party in such a way that they remain readily identifiable as our property.

**8.3.3** Not destroy, deface or obscure any identifying mark or packaging on or relating to the goods;

**8.3.4** Maintain the goods in satisfactory condition and keep them insured on our behalf for their replacement value against all risks to our reasonable satisfaction. On our request, you shall produce the policy of insurance;

**8.3.5** Hold the proceeds of the insurance referred to in condition 8.3.4 on trust for us and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

**8.4** You may resell the goods before ownership has passed to you solely on the condition that any sale shall be effected in the ordinary course of your business.

**8.5** Your right to possession of the goods shall terminate immediately if:

**8.5.1** You have a bankruptcy order made against you or make an arrangement or composition with your creditors, or otherwise take the benefit of any statutory provision for the time being into force for the relief of insolvent debtors, or (being a body corporate) convene a meeting of creditors (whether formal or informal), or enter into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or have a receiver and/or manager, administrator or administrative receiver appointed of your undertaking or any part thereof, or a resolution is passed or a petition presented to any court for your winding up or for the granting of an administration order, or any proceedings are commenced relating to you insolvency or possible insolvency; or

**8.5.2** You suffer or allow any execution, whether legal or equitable, to be levied on your property or obtained against you, or fail to observe/perform any of your obligations under this agreement or any other agreement between us, or are unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 or you cease to trade; or

**8.5.3** You encumber or in any way change any of the goods.

**8.6** We shall be entitled to recover payment for the goods notwithstanding that ownership of any of the goods has not passed to you.

**8.7** You grant us, our agents and employees an irrevocable license at any time to enter any premises where the goods are or may be stored in order to inspect them, or, where your right to possession has terminated, to recover them.

## 9) Limitation of Liability

**9.1** The limit of our liability to you is the making up of any shortfall, replacement, or refund of the price of the goods as provided for in this agreement.

**9.2** We are not responsible to you to any greater extent and in particular we are not liable to you for any indirect or consequential loss (including without limitation financial loss such as loss of profit or otherwise) which you may incur for whatever reason, as a consequence of our failure to comply with these terms and conditions. This condition does not operate to exclude or limit our liability in respect of death or personal injury caused by our negligence or fraudulent misrepresentation.

## 10) Other Conditions

**10.1** The Company does not warrant that its goods do not or will not by their existence or use infringe the industrial property rights of any third party.

**10.2** The Customer undertakes not to use the Company's trademarks except in a manner approved by the Company and not without the Company's prior written consent.

**10.3** All other trademarks are the property of their respective holders.

**10.4** The Company is not liable for any loss as a result of failure to deliver caused by or the consequence of fire, flood, war, civil disturbance, embargo, strike or failure to secure materials from normal sources of supply, or any circumstances beyond the Company's control. The Company is not relieved from making delivery, nor the Customer relieved from accepting delivery once the interference has been removed.