

Sales Terms and Conditions

1. DEFINITIONS

In these Terms and Conditions

"Acknowledgement of Order"	means the written acknowledgement of order sent by the Company to the Customer in whatever form.
"the Company"	means WPL Limited (registered no: 2583411) and includes its successors and assigns.
"the Contract"	the contract between the Company and the Customer for the supply of Goods and/or Services in accordance with these Terms and Conditions.
"the Customer"	means the person, firm or company who purchases the Goods and/or Services from the Company and whose details are set out in the Acknowledgement of Order.
"the Goods"	and means respectively the goods and/or the
"the Services"	services agreed to be supplied to the Customer as more particularly set out in the Acknowledgement of Order..
"the Site"	means the site described in the Acknowledgement of Order (or as otherwise agreed in writing by the parties) to which or where the Goods or Services are to be delivered or carried out.

2. OVERRIDING PROVISIONS

All quotations, orders accepted, work done, sales of Goods and supplies of Services shall be subject to these Conditions (save insofar as the same are varied by or inconsistent with Terms and Conditions expressly agreed by an authorized representative of the Company in writing).

In the event of a conflict between these Terms and Conditions and any conditions printed on the Customer's enquiry, order or acceptance or confirmation of order or other documents or which are implied by law, these Conditions shall prevail unless otherwise expressly agreed by an authorized representative of the Company in writing.

All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods and/or Services described in them and are not binding on the Company.

The Contract constitutes the entire agreement between the parties and the Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Acknowledgement of Order.

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.
- 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 provided (where applicable) that the Company has not withdrawn it.
- 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.
- 3.6. Each order or acceptance of a quotation for goods and/or services by the Customer shall be deemed to be an offer by the Customer to buy goods and/or request services subject to these conditions.
- 3.7. No order placed by the Customer, nor any acceptance of a quotation by the Customer, shall be deemed to be accepted by the Company until an Acknowledgement of Order is issued by the Company or (if earlier) the Company delivers the Goods to the Customer or commences

performance of the Services.

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 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 authorized 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 Acknowledgement of Order.
- 5.2. Where the Goods are designed by the Company, the Company shall in the performance of such design, exercise reasonable skill and care. However, the Company shall have no liability to the Customer in respect of the design of the Goods except insofar as it has failed to exercise such skill and care.
- 5.3. The Company shall in the performance of the Services, exercise reasonable skill and care.
- 5.4. 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.
- 5.5. The Company warrants that (subject to the other provisions of these conditions) upon delivery, and for the period set out in the Acknowledgement of Order or as otherwise agreed in writing by the parties and signed by an authorized representative of the Company the Goods shall conform in all material respects with the specification set out in the Acknowledgement of Order but all other warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the contract.
- 5.6. The Company shall not be liable for a breach of the warranty in condition 5.5 unless:
 - 5.6.1. the Customer gives written notice of the defect to the Company within 7 days of the time when the Customer discovers or ought to have discovered the defect; and
 - 5.6.2. the Company is given a reasonable opportunity after receiving the notice of examining such Goods and the Customer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Company's cost for the examination to take place there.
- 5.7. The Company shall not be liable for a breach of the warranty in condition 5.5 if:
 - 5.7.1. the Customer makes any further use of such Goods after giving such notice; or
 - 5.7.2. the defect arises because the Customer failed to follow the Company's instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;

Sales Terms and Conditions

- or
- 5.7.3. the Customer alters or repairs such Goods without the written consent of the Company.
- 5.8. Subject to conditions 5.6 and 5.7 if any of the Goods do not conform with the warranty in condition 5.5, the Company shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods provided that, if the Company so requests, the Customer shall, at the Company's expense, return the Goods or the part of such Goods which is defective to the Company. The Company shall have no further liability for a breach of the warranty in condition 5.5.
- 5.9. Any Goods replaced shall belong to the Company and any repaired or replacement Goods shall be guaranteed on these terms for the unexpired portion of the warranty period set out in Condition 5.5.
- 6. CUSTOMERS OBLIGATION**
- 6.1. Unless otherwise stated in the quotation, the Client shall supply all necessary data and information to enable the Company to prepare its designs and working drawings and ensure that the terms of its order are complete and accurate.;
- 6.2. The Customer shall provide at the Site, and at its expense, adequate and appropriate equipment and manual labour for unloading the Goods.
- 6.3. The customer shall accept delivery of the Goods to the Site and/or as agreed in the Acknowledgement of Order, and allow the Company access to the Site for such delivery and where installation work is carried out by the Company:
- 6.3.1. allow the Company free and unimpeded access to the Site for the purpose of carrying out the works;
- 6.3.2. be responsible for obtaining all statutory approvals necessary for installation and operation of the Goods;
- 6.3.3. 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;
- 6.3.4. be responsible for Site safety and proper provision of health welfare facilities on Site.
- 7. PAYMENT**
- Either condition 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 within 30 days from the date of the invoice.
- 7.2. In the absence of any credit facilities, the following terms shall apply:
- 7.2.1. 40% with order; and
- 7.2.2. 60% upon notification of readiness to dispatch.
- 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. Notwithstanding method of payment or whether credit facilities have been granted, time for payment shall be of the essence. No payment shall be deemed to have been received until the Company has received cleared funds.
- 7.5. Without prejudice to any other right or remedy of the Company, the Company reserves the right to suspend delivery or to terminate 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.
- 7.6. 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 until actual payment and shall continue to be chargeable following any judgement against the Customer.
- 7.7. All payments payable to the Company by the Customer shall become due immediately on its termination despite any other provisions.
- 8. CANCELLATION**
- Should an order be cancelled by the Customer, then, the Customer shall be liable to reimburse the Company for all costs, expenses, and/or charges incurred by it in respect of that order.
- 9. DELIVERY**
- 9.1. Delivery dates for Goods and/or performance of Services are intended to be estimates and time for delivery shall not be made of the essence by notice. The Company shall use all reasonable endeavors 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. Delivery of the Goods shall take place when the Company's vehicles (or its agent's vehicles) pass through the entrance to the Site. The Customer shall take delivery of the Goods within 7 days of the Company giving it notice that the Goods are ready for delivery.
- 9.3. If for any reason the Customer fails to accept delivery of any of the Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licenses or authorizations:
- 9.3.1. risk in the Goods shall pass to the Customer (including for loss or damage caused by the Company's negligence);
- 9.3.2. the Goods shall be deemed to have been delivered; and
- 9.3.3. the Company may store the Goods until delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- 9.4. The Goods may be delivered in instalments. 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.
- 9.5. The Customer shall only be entitled to terminate the Contract (by written notice only) when the Goods are not delivered or the Services not performed within 3 months of any estimated date for the same, 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.
- 10.2. Title in the Goods will not pass until the Company has received payment in full and in cleared funds in respect of the Goods and/or Services and in respect of all other sums due to it from the Customer.
- 10.3. If credit facilities have been granted to the Customer, then all invoices are due for payment within 30 days from the date of the invoice.
- 10.4. In the absence of any credit facilities, the following terms shall apply:
- 10.4.1. 40% with order; and
- 10.4.2. 60% upon notification of readiness to

Sales Terms and Conditions

dispatch.

- 10.5. 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.
- 10.6. Notwithstanding method of payment or whether credit facilities have been granted, time for payment shall be of the essence. No payment shall be deemed to have been received until the Company has received cleared funds.
- 10.7. Without prejudice to any other right or remedy of the Company, the Company reserves the right to suspend delivery or to terminate 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.
- 10.8. 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 until actual payment and shall continue to be chargeable following any judgement against the Customer.
- 10.9. All payments payable to the Company by the Customer shall become due immediately on its termination despite any other provisions.

11. INSOLVENCY

If the Customer is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), or becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction, then the Company may by written notice immediately terminate the Contract and suspend further deliveries, and if the Goods have been delivered and/or the Services provided but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement to the contrary.

12. LIMITATIONS AND EXCLUSIONS

- 12.1. Nothing in these Terms and Conditions is intended to exclude or limit the Company's liability for personal injury or death caused by the Company's negligence nor for fraudulent misrepresentation nor for any other liability that cannot be legally excluded or limited.
- 12.2. Subject to condition 12.1, the Company shall not be liable to the Customer for any claims for consequential or indirect loss whatsoever which arise out of, or in connection with, the contract between the parties for the provision of the Goods or Services.
- 12.3. Where the Goods are manufactured to the Customer's specification, the Company shall not be liable for any defects in such specification.
- 12.4. Subject to conditions 12.1, 12.2 and 12.3, the Company's total liability to the Customer in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising out of, or of in connection with, the contract between the parties to provide the Goods or Services is limited to £10 Million or the price payable for the Goods and/or Services, whichever of the two is lower.

13. CUSTOMERS' DESIGNS

Where the Goods are manufactured to Customers' drawings, designs or specifications, the Customer:

- 13.1. 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 losses, damages, costs, charges and expenses incurred by the Company as a result of

any breach of this warranty; and

- 13.2. shall fully indemnify and hold harmless the Company from and against any losses, damages, costs (including all legal fees) and expenses incurred by, or awarded against, the Company as a result of, or in connection with, any claim or action that the possession, use, development, or modification of the Customer's designs, drawings or specifications (or any part thereof) infringes the intellectual property rights of a third party.

14. TESTS

The Company shall, where agreed in writing by an authorised representative of the Company 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. CONFIDENTIALITY

A party ("receiving party") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives, which are of a confidential nature and have been disclosed to the receiving party by the other party ("disclosing party"), its employees, agents or subcontractors and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 15 shall survive termination of the Contract.

16. 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.

17. TERMINATION

- 17.1. Without limiting its other rights or remedies the Company may terminate the Contract by giving the Customer not less than thirty days written notice.
- 17.2. Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within thirty days after receipt of notice in writing to do so.

18. 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.

19. SUB-CONTRACTING AND ASSIGNMENT

The Company is permitted to sub-contract and/or assign any part of any contract.

20. 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.

21. 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. Failure or delay by the Company in enforcing or partially enforcing its rights under these conditions shall not be construed as a waiver of any of its rights.

Sales Terms and Conditions

22. GENERAL

- 22.1. Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 22.2. If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 22.3. The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 22.4. All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax:
- 22.4.1. (in case of communications to the Company) to its registered office or such changed address as shall be notified to the Customer by the Company; or
- 22.4.2. (in the case of communications to the Customer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Customer set out in any document which forms part of the Contract or such other address as shall be notified to the Company by the Customer.
- 22.5. Communications shall be deemed to have been received:
- 22.5.1. if sent by pre-paid first class post, 2 days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or
- 22.5.2. if delivered by hand, on the day of delivery; or
- 22.5.3. if sent by fax on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.
- 22.5.4. Communications addressed to the Company shall be marked for the attention of the Company Secretary

23. 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