

TERMS AND CONDITIONS OF SALE

1. Definitions

- (a) The 'Supplier' means Welling Architectural Ironmongery, its agents and assigns;
- (b) The 'Purchaser' means the individual, individuals, firm or company purchasing goods from or otherwise dealing with the Supplier.
- (c) The 'Goods' means any and all items supplied by the Company to the Purchaser.

2. Application of Terms

(a) All quotations and price lists are given and all orders are accepted on these terms, which supersede any other terms in the Supplier's catalogue or elsewhere, and shall override and exclude any other items stipulated or referred to by the Purchaser whether in his order or in any negotiations, and any course of dealing established between the Supplier and the Purchaser. All orders hereafter made by the Purchaser shall be deemed to be made subject to these terms.

(b) THESE TERMS AND CONDITIONS SHALL PREVAIL OVER ANY TERMS PUT FORWARD BY THE PURCHASER UNLESS THE COMPANY AGREED TO THEM EXPRESSLY IN WRITING. NO CONDUCT BY THE COMPANY SHALL BE DEEMED TO CONSTITUTE ACCEPTANCE OF ANY TERMS PUT FORWARD BY THE PURCHASER. Unless otherwise agreed between the parties, the Terms of Payment are net cash within thirty days of invoice and prices charged will be those ruling at the date of despatch. The Company reserves the right to charge interest at 5% over the Base Rate, from time to time, of National Westminster Bank on all overdue accounts; such interest shall accrue on a day to day basis.

3. Representations

The Supplier shall be under no liability whatsoever resulting from or arising out of or in connection with or in relation to any statement report or other representation made by any of its partners servants or agents before the contract between the Supplier and the Purchaser was entered into, unless the Purchaser shall give notice in writing to the Supplier before the contract is entered into that it intends to rely on any such statement report or other representation.

4. Refusal of orders

The Supplier reserves the right to accept or refuse any order given on the basis of its quotation or otherwise and in the event of the refusal of any order the Supplier shall not be liable for any loss or damage arising therefrom or in connection therewith or in relation thereto.

5. Batch Quantities

(a) Some items sold by the Supplier are sold by weight based upon the Supplier's experience and knowledge that those items when sold by weight will equal a certain quantity. In cases where a Purchaser orders a quantity of such items which are sold by weight the Supplier gives no guarantee or warranty that the precise number of items will be supplied.

(b) Many products are supplied to the Supplier by manufacturers in boxed quantities. The Supplier gives no guarantee or warranty that the such quantities are accurate and accepts no responsibility for any discrepancies.

6. The Goods

(a) The Supplier undertakes to replace or repair free of charge any Goods supplied which are defective in material or workmanship always provided that:

(i) whether or not Goods are defective in material or workmanship shall be for the safe decision of the Supplier.

(ii) the Supplier's undertaking shall only apply in respect of Goods in respect of which a complaint is received by the Supplier within three days of delivery to the Purchaser. Any goods in respect of which this condition applies shall be returned to the Supplier in its original packaging within fourteen days of delivery to the Purchaser.

(b) The Supplier shall be under no liability to the Purchaser whatsoever other than that set out in (a) above. Without prejudice to the generality of the foregoing the Supplier shall be under no liability for any consequential losses howsoever arising.

(c) All conditions, warranties, terms, undertakings and obligations implied by statute, common law, custom, trade usage or otherwise (including without prejudice to the generality of the foregoing, any implied condition, warranty or undertaking as to correspondence of the goods with any contract description given, merchantable quality or fitness for any particular purpose) are hereby excluded.

(d) Without prejudice to the generality of the foregoing, the Supplier shall have no responsibility for providing any guard or protection necessary to comply with any statutory requirements in connection with any of the Goods.

(e) Changes may occur to sizes and specification of goods and in this event the Supplier may provide an approximate equivalent

For more information please contact

01451 824110 | sales@wellinguk.com | www.wellinguk.com

Welling Ironmongery Ltd, Unit R1, Bourton Industrial Park, Bourton on the Water GL54 2HQ

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7. Indemnity

The Purchaser hereby undertakes to indemnify and keep indemnified the Supplier its servants and agents against all costs, damages, expenses, penalties, losses and other liabilities whatsoever, including, but without prejudice to the generality of the foregoing, liability for personal injury and death, damage to property and consequential losses, incurred as a result of or arising from or in connection with or in relation to any act, omission, work, or deed, whether or not negligent, of the Supplier its servants or agents, in pursuance of the supply of Goods hereunder.

8. Prices and Payment

(a) Goods will be invoiced and shall be paid for at the prices ruling at the time of despatch. The price list provided by the Supplier is for guidance only and all prices and quotation are subject to variation at any time without notice to the Purchaser.

(b) Payment is due at end of month following date of invoice. If payment in full is not received by such date the Supplier reserves the right to charge interest on the outstanding balance at 5% above National Westminster Bank base rate.

(c) The Supplier reserves the right to demand payment of the price at any time.

9. Small Orders

Orders for Goods for which the total price is under £100 are subject to a carriage and packing charge.

10. Reservation of Title

(a) The property of the Goods shall not pass to the Purchaser until all sums owed to the Supplier on any account whatsoever have been paid notwithstanding that delivery has already taken place.

(b) The Supplier shall be entitled to all rights of access to the Purchaser's premises to enforce its rights hereunder.

11. Delivery and Risk

(a) Unless otherwise stipulated and subject to Clause 2(b) above all Goods for delivery will be despatched by the conveyance of the Supplier's choice. Where the Purchaser required a different means of conveyance any extra cost must be paid by the Purchaser.

(b) Whilst every effort will be made to avoid delay no responsibility is undertaken for meeting any specific delivery dates. Accordingly no liability will be accepted for any direct or indirect loss which may be caused by delayed delivery.

(c) Risk in the Goods shall pass to the Purchaser on delivery.

12. Returned Goods

(a) Subject to (d) below, goods may be returned to the Supplier for credit or exchange for up to fourteen days after the date of delivery provided that the delivery note or invoice number is quoted.

(b) Save for Goods returned under clause 6(a) above, returned Goods will only be accepted by the Supplier if they are in a sound and resaleable condition. Whether Goods are sound and resaleable shall be for the sole decision of the Supplier. Any goods which the Supplier deems to be not resaleable will only be returned to the Purchaser at the specific request of the Purchaser and at the Purchaser's expense. Notwithstanding the discretion of the Supplier in deciding whether goods are sound and resaleable, goods will not be deemed resaleable if they are returned in anything but their original packaging or the quantities of the goods returned are different from those originally supplied.

(c) Where the goods returned for credit or exchange are goods which have been supplied in boxes or quantities credit notes or exchange of goods will only be given if they are returned in their boxes and/or in the same quantities supplied to the Purchaser. Credit notes will only be issued if the Suppliers' Collection Note has been issued to the Purchaser.

(d) Save for goods returned under clause 6(a) above, the Supplier reserves the right to make a charge for handling and restocking equal to 20% of the sale price of the goods returned.

(e) Goods especially obtained for the Purchaser may not be returned for credit or exchange.

13. This contract is governed by English law.