

WEIDMANN

CONDITIONS OF SALE

1 Quotations

Unless previously withdrawn by the seller, quotations shall remain open to acceptance for 14 days (or such longer or shorter period as may have been stated, in writing, by the seller) from the date of the quotation. The seller may nevertheless elect at his option to treat as binding an acceptance received after the quotation term as originally communicated and shall be deemed to have so elected if he acknowledges the order (as submitted) to the buyer.

Catalogues, price lists and other advertising matter are only an indication of the type of goods offered and no prices or other particulars contained therein shall be binding on the seller, nor shall any of them be regarded as contractual offers.

2 Import and export licences

The contract shall be subject to the procurement by the buyer at the buyer's own expense of any import licence required for the import of the goods into the country to which the goods are to be dispatched and to the procurement by the seller at the seller's own expense of any export licence required for the export of the goods from the United Kingdom. Provided that where the order is placed from an address in the United Kingdom the buyer shall be responsible for the procurement at the buyer's expense of such export licence.

3 Prices

Prices shall be those ruling at the time of despatch and the seller reserves the right to revise quoted prices in the event of any change in costs. Unless otherwise stated, prices quoted are for manufacture and delivery in one consignment and are subject to the addition of whatever rate of whatever tax may be applicable at the time of invoicing with no exception for goods delivered to UK addresses for onward shipment to export markets.

4 Terms

In case of orders involving more than one delivery, if default is made in payment on the due date, the seller at his option shall be entitled to treat the contract as repudiated by the buyer. Payment shall be made according to the terms previously communicated by the Seller to the buyer.

Any Invoice outstanding beyond the due date will be subject to a surcharge of 15% plus vat to cover the collection costs incurred. This surcharge together with all other charges and legal fees incurred will be the responsibility of the buyer and will be legally enforceable.

5 Delivery

a) In the event of the buyer's failure to accept deliveries in accordance with the relevant order, the balance of goods remaining undespached shall be invoiced, payment for such balance becoming due immediately. Storage costs and any additional carriage cost incurred shall be charged to buyer's account, the goods being held at buyer's risk.

b) While every effort will be made by the seller to affect delivery in accordance with the date acknowledged by the seller, guarantee as to dates of delivery by the seller is to be implied and the seller will not accept liability for any loss or damage occasioned by delay in delivery however caused.

6 Loss or damage in transit

No claim for breakages or missing goods can be recognised unless notified to the seller within three days of receipt of the consignment. In the case of non-delivery of a complete consignment notification must be received by the seller within 14 days of the invoice date. Claims for damages/shortages on exported goods must be notified immediately on receipt, these shipments are all made under the terms of Incoterms 2010.

7 Manufacture

A shortage or surplus charged at pro rata not exceeding 10% will be considered due execution of any order. Goods will be manufactured in accordance with the dimensions specified and/or approved by the buyer subject to any tolerances covered by the agreed specification or agreed relevant industrial standard.

Weidmann Whiteley Ltd.

Pool-in-Wharfedale, Otley, West Yorkshire, LS21 1RP, Registered in England No. 1531157

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8 Drawings

No responsibility will be accepted by the seller for errors arising from work carried out in conformance with the buyer's drawing if the seller is not in possession of the latest revision.

9 Ownership

Until payment in full to the seller, the goods shall remain the property of the seller but the risk therein and all liability to third parties in respect thereof shall pass to the buyer on delivery (or at the point of delivery according to the contract).

10 Claims

a) The buyer shall upon delivery of the goods take reasonable steps to examine them to determine their quality and quantity. The seller shall not be liable if the buyer fails to do so and suffers damage or loss.

b) Claims relating to the goods must be notified to the seller promptly and confirmed in writing no later than seven days after delivery of the goods or, in the case of delay or non-delivery of the goods, seven days after the proposed date of despatch of the goods notified to the buyer. The seller shall not be under any liability whatsoever in respect of any claim if it shall not be so notified and the seller shall be prejudiced by such delay.

11 Exclusion of liability for consequential loss

The seller shall not be liable to the buyer for any loss of profits, loss of contracts or other consequential losses, or liquidated damages.

12 Quality

The seller's liability for the fitness for purpose of the goods is subject to the buyer's purposes being fully made known to the seller and to any express direct or indirect exclusion or qualification of that undertaking by the seller in any particular case.

13 Force majeure

No liability will be accepted by the seller for any failure or delay in performance which is due wholly or partially to an Act of God, war, fire, explosion, riot, civil commotion, restriction by Government or other competent authority, strikes, lock-outs, failure in supplies to the seller's mills and factories of raw materials or to any cause whatsoever beyond the seller's control.

The seller does not warrant or represent that the goods to be sold will have been manufactured or processed by the seller. The seller may act as principal or as undisclosed Agent for any other person or company in the making or performance of the contract for the sale of goods.

14 Legal construction

The contract shall be governed by and interpreted according to English Law and save where the seller elects otherwise shall be subject to and referable to the exclusive jurisdiction of the Courts of England and not to Arbitration.

15 Paper and board trade customs

Except where inconsistent with these conditions or with the express terms of any contract between the Seller and the buyer, the British Paper and Board Trade Customs 1988 (obtainable from The National Association of Paper Merchants United Kingdom) for the time being in force shall apply to all contracts between the Company and the buyer and in particular the buyer acknowledges that all representation whether oral or in writing made by the Company or its representatives relating to the name, quality, weight or measurement of the goods shall be construed in accordance with the terms of such Trade Customs.

The foregoing Terms and Conditions of Sale supersede all previous Terms and Conditions of Sale formerly published by this seller.

Our Ref QA003 Revision Dated 20/02/17

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