

# WESSEX INTUMESCENT SUPPLIES LTD

## TERMS & CONDITIONS OF SALE

### GENERAL

THE FOLLOWING TERMS AND CONDITIONS RELATE TO ORDERS PLACED BY PHONE, FAX, POST, EMAIL OR ONLINE AND PLACING AN ORDER WITH US CONFIRMS YOUR ACCEPTANCE OF THESE CONDITIONS.

All orders accepted by Wessex Intumescent Supplies Ltd., hereinafter known as (The Company), are deemed to incorporate these terms and conditions of sale and no variation or modification of, or substitution to them shall form part of any contract unless specifically accepted by the Company in writing and they shall override and take the place of any other document or communication used by the Buyer.

### ORDERS

Orders are preferred in writing, however orders will be accepted by telephone and carried out in accordance with verbal instructions but no liability can be accepted by the Company for misinterpretation of, or for any inconsistency between verbal instructions and any written confirmation we may subsequently receive from the Buyer.

### PRICES

We reserve the right to revise prices at anytime without prior notice and the Buyer accepts absolutely that the prices charged will be those ruling at date of despatch. Any prices quoted by the company are ex-works and the Company reserves the right to charge at its discretion for carriage and packing and to revise its carriage paid rates at anytime without prior notice. All prices quoted by the company are exclusive of value added tax (VAT) which will be charged extra at the rate applicable at the date of despatch.

### PAYMENT TERMS

All approved accounts must be settled in full by the end of the month following the date of invoice. Payment is to be made in GBP sterling unless otherwise agreed by the company. Where payment is not received by the due date interest may be levied on all overdue amounts at the rate of 2% per month (or as otherwise advised) for the period that the account remains outstanding. The Company reserves the right to add a surcharge to any or all invoices where the Buyer is persistent in payment being made outside the stated terms as shown on our invoices, this surcharge will be deductible subject to payment being received within the time scale as shown on the invoice.

### IMPORT/EXPORT DUTY/TAXES

It is the responsibility of the Buyer to pay all import/export duties/taxes.

### DELIVERY

The Company endeavours to make every reasonable effort to effect delivery on any dates quoted however they are estimates only and not guaranteed and we shall not be liable for delay in despatch or delivery or any damage or loss arising from failure to deliver at any specified date or time.

### LOSS OR DAMAGE IN TRANSIT

Goods are insured during delivery to the point of off loading in the UK. Off loading is the Buyers responsibility. Goods should be examined on arrival and any shortage or damage reported to the Company in writing within 3 (three) days of receipt of goods and in the event of damage the carriers delivery note must be signed accordingly.

### CLAIMS

Claims in respect of delivery of the wrong goods or in respect of short delivery must be made in writing within 3 (three) days of receipt of the goods and in any case before they are fixed, fitted or in any other way used. Claims in respect of non-delivery must be made in writing within 14 (fourteen) days of despatch date.

### TECHNICAL INFORMATION

Any and all technical information or representation supplied by the Company is to the best of our knowledge true and accurate and is supplied for your guidance only. However no guarantee is given or implied and the Buyer should satisfy themselves as to the suitability of any goods in their intended use.

### TITLE & OWNERSHIP

Title and ownership of all goods supplied shall remain with the Company until payment in full has been received, each delivery being considered as a whole and separate contract. In the event that the goods are resold by the Buyer by way of a bona-fide sale at full market value, then the proceeds of such a sale should be held in trust for the Company.

If payment of the purchase price is overdue in whole or in part, the Company may (in addition to our other rights) recover or resell the goods and for that purpose we and persons authorised by us are irrevocably licensed to enter the Buyer's premises where we believe the goods to be. If any of the goods are incorporated in or used as material for other goods then those other goods shall be held by the Buyer as trustee for us upon trust to sell them and to account to us for a sum out of the proceeds of sale equal to either:

- i) all sums due to the Company in respect of goods supplied to the Buyer; or
- ii) the proportion of those proceeds represented by the purchase price of the goods supplied by us incorporated herein in proportion to the total purchase price of all goods incorporated therein whichever is the less.

For the purpose of this clause goods still in the Buyer's possession shall be deemed to be those delivered most recently by us unless the contrary is proved. Where there are other sums due from the Buyer to the Company, then the property shall only pass upon all such sums being paid. Notwithstanding the foregoing, risk in the goods passes to the Buyer upon receipt by the Buyer or their nominated agent, whichever is the soonest.

### RETURN OF GOODS

The company does not supply goods on a sale or return basis and will only consider accepting returns within 30 (thirty) days of despatch of goods or invoice date whichever is soonest. No goods will be accepted for return without our prior written consent and a copy of our goods return note has been signed by the Buyer accepting all conditions and costs. Such goods must be delivered all charges paid to us at Unit 22, Regent Trade Park, Barwell Lane, Gosport, Hants. PO13 0EQ, UK or any other address as advised by the Company. Any goods accepted for return must be received in good condition suitable for resale before any question of credit can be considered. No part used goods will be accepted for return or credit. The Company reserves the right to charge a re-stocking charge on goods that have been correctly supplied to cover administration, handling and stocking costs, such charges will be calculated on the type/quantity of product to be considered for return. Non-stock/special order products can not be returned for credit and it is the Buyers responsibility to order correctly. The Company will not be liable to correct mistakes through misinterpretation or poor comprehension by the Buyer of the Company's literature, agents or employees.

### WARRANTY

The Company warrants that all goods supplied for use within the UK shall be of merchantable quality and will replace or, at our option, repair all such faulty goods notified by the Buyer in writing within 7 (seven) days of delivery and in any case before they are fixed, fitted or in any other way used. Apart from the liability to replace faulty goods, the Company shall not be liable for any loss or damages whether consequential or otherwise howsoever caused or occasioned this undertaking is given in place of and excludes all other warranties and conditions whatsoever whether expressed or implied by statute or common law in so far as and to the extent that is lawful to exclude them.

### APPLICABLE LAW

These conditions and the contract between the Company and the Buyer shall be governed by the laws of England and the Buyer submits to the non-exclusive jurisdiction of the Courts of England.

In these conditions:-

- i) The Company means WESSEX INTUMESCENT SUPPLIES LTD., and its subsidiaries and authorised agents.
- ii) The Buyer means any person or body corporate making an offer or placing an order or agreeing to purchase goods from the Company.