

<p>1. Construction of Contract</p> <p>1.1 In these Conditions the following expressions shall have the following meanings: "The Seller" shall mean WW(UK) Ltd (a company registered in England and Wales under number 2861426). "The Buyer" shall mean the person, firm or company whose order for the Goods is accepted by the Seller. "The Goods" shall mean the Goods which the Seller has or is to supply in accordance with these conditions and shall include where appropriate any installation of the Goods and other work carried out by the Seller in connection with the Goods.</p> <p>1.2 "The Contract" shall mean the contract for the sale of the Goods by the Seller to the Buyer.</p> <p>1.3 The terms of the Contract shall consist of these Conditions of Sale. No other terms (whether contained in any document issued by the Buyer or in any written or oral communication between the parties) shall apply to the Contract nor shall these Conditions be modified without the Seller's written agreement. The Seller shall be entitled to amend technical specifications of the Goods without notice.</p> <p>2 Formation of Contract</p> <p>2.1 Unless accepted before lapse or withdrawal, quotations may be withdrawn at any time and shall lapse automatically after the date specified in the quotation.</p> <p>2.2 The Contract shall be formed by the express or implied acceptance by the Buyer of the terms and conditions herein set out. Acceptance shall be implied by acceptance by the Buyer of the Goods. Telephone orders by the Buyer, which are accepted by the Seller, shall be subject to these conditions.</p> <p>2.3 Any such acceptance shall be subject to the Buyer's credit being to the satisfaction of the Seller and the Seller shall be entitled to cancel the Contract without liability should the Buyer's credit subsequently become inadequate for whatever reason.</p> <p>3 Delivery</p> <p>3.1 Although the Seller will endeavour to deliver and if so agreed install the Goods within any delivery or installation time specified (if any) in any quotation (in writing or otherwise) that time is an estimate and not a term of the Contract. In no event whatsoever will the Seller be liable for damages of any kind including special indirect or consequent damages caused by any delay in delivery or installation.</p> <p>3.2 Any time specified shall be extended by any period or periods during which the delivery of the Goods or the work by the Seller in connection with the Contract is delayed due to a circumstance mentioned in clause 8.5.</p> <p>3.3 If any such delivery or installation time is extended by more than 6 weeks then the Buyer shall be entitled to give written notice to the Seller requiring the Goods to be delivered within 28 days of the date of such notice failing which the Buyer will have the right to give further written notice terminating the Contract forthwith.</p> <p>3.4 The Seller shall be entitled to deliver the Goods by instalments.</p> <p>3.5 The delivery by the Seller of a greater or lesser quantity of the Goods than the quantity provided for in the Contract, or the delivery of goods only some of which are defective, shall not entitle the Buyer to reject all of the Goods delivered.</p> <p>3.6 Delivery will take place at the Seller's premises or at such other delivery address as specified in the Contract provided always that there shall only be one delivery address in relation to each Contract and that address must be located on the UK mainland. Where the delivery address is the Seller's premises, collection of the Goods shall be made by the Buyer or his agent collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection. Where the delivery address is not the Seller's premises, delivery of the Goods shall be made by the Seller or its agent delivering the Goods to that place.</p> <p>3.7 If the Buyer refuses or fails to take delivery of the Goods or fails to provide adequate labour and facilities for the safe unloading of the Goods or to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of the Seller's fault) then, without prejudice to any other rights or remedies available to the Seller, the Seller may: store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under Contract.</p> <p>3.8 Where the Goods are to be delivered by instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.</p> <p>3.9 Where the delivery address is not at the Seller's premises, in order that the Seller can comply with its carrier's conditions, any claim in respect of error in the quantity of packages of Goods delivered or in respect of damage to the Goods in transit must be endorsed by the Buyer on the carrier's delivery documentation immediately upon receipt of the Goods. Furthermore a claim shall be made in writing by the Buyer to the Seller within 7 days of the date of delivery of the Goods.</p> <p>3.10 Any claim in respect of an error in the type of Goods, or quantity and/or condition of Goods within packages delivered must be made in writing by the Buyer to the Seller within 7 days of the date of the Goods.</p> <p>3.11 Failure to make such a claim in accordance with Clauses 3.9 and 3.10 shall constitute unqualified acceptance of the Goods and waiver by the Buyer of all claims relating to error in quantity or type of Goods delivered or relating to the condition of Goods delivered. Similarly, if in such circumstances any Goods invoiced by the Seller are not delivered, in order that the Seller can claim against its carriers where appropriate, the Buyer must notify the Seller within 5 days of the date of invoice, failing which the Buyer will be liable to pay for the Goods in full.</p> <p>4 Property and Risk</p> <p>4.1 The Goods are at the risk of the Buyer from the time of delivery in accordance with clause 3.</p> <p>4.2 Ownership of the Goods shall not pass to the Buyer until the Seller has received payment in full (in cash or cleared funds) all sums due to it in respect of:</p> <p>4.3 the Goods; and</p> <p>4.3.1 all other sums which are or which become due to the Seller from the Buyer on any account.</p> <p>4.3.2 Until ownership of the Goods has passed to the Buyer, the Buyer shall: hold the Goods on a fiduciary basis as the Seller's bailee; store the Goods (at no cost to the Seller) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Seller's property; not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and maintain the Goods in satisfactory condition and keep them insured on the Seller's behalf for their full price against all risks to the reasonable satisfaction of the Seller. On request the Buyer shall produce the policy of insurance to the Seller.</p> <p>4.4 The Buyer may resell the Goods before ownership has passed to it but only on the following conditions: any sale shall be effected in the ordinary course of the Buyer's business at full market value; and any such sale shall be a sale of the Seller's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.</p> <p>4.5 The Buyer's rights to possession of the Goods shall terminate immediately if the Buyer: becomes bankrupt or makes an arrangement or composition with his creditors or (being a body corporate) enters into liquidation or has a receiver and/or manager, administrator or administrative receiver appointed over its undertaking or any part thereof; or suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Seller and the Buyer, or is insolvent or ceases to trade; or encumbers or in any way charges any of the Goods or proposes to do so.</p> <p>4.6 The Seller shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Seller.</p> <p>4.7 Where the Seller is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by the Seller to the Buyer in the order in which they were invoiced to the Buyer.</p> <p>4.8 On termination of the Contract, howsoever caused, the Seller's rights in Clause 4 (but not those of the Buyer) shall remain in effect.</p>	<p>5 Price</p> <p>5.1 The price of the Goods shall be based upon the prices listed in the Seller's published price list current at the date of delivery of the Goods. Prices detailed in any published price list or in any quotation (in writing or otherwise) are subject to Clause 7, be inclusive of delivery charges to one address in the United Kingdom mainland and provisional only and are subject to adjustment to take account of increases in the Seller's costs and overhead expenses and any change fluctuation which causes the Seller's costs to increase in relation to the price quoted.</p> <p>5.2 All price lists and, where appropriate any installation charges or other charges for work done in relation to the Goods are listed exclusive of VAT and where payable any export duty, foreign import duty and any additional installation, carriage and insurance charges payable under Clause 7 which shall, where applicable, constitute additional charge.</p> <p>6 Payment Terms</p> <p>6.1 If the Seller has granted the Buyer credit facilities, then except as provided in Clause 4, payment of the price must be made within 30 days following the end of the month of the date of invoice. Otherwise payment must be in cash prior to delivery. Payment shall be made direct to the Seller in the currency invoice to the address shown for payment. The Buyer shall not be entitled to exercise any right of set-off against payment due to the Seller.</p> <p>6.2 The Seller shall be entitled to withdraw the Buyer's credit facility (if any) at any time at its sole discretion. Any outstanding payments shall become immediately due.</p> <p>6.3 The Seller shall be entitled to charge interest on any overdue sum at the rate of 3% per month from the due date until the date of actual payment as well after and before any judgement.</p> <p>7 Additional Delivery Charges</p> <p>7.1 The Seller may at its discretion charge such additional sum for delivery and insurance as is reasonable to cover: unusual or special arrangements, delivery outside of the hours of 0800-1700 Monday to Friday or during statutory or public holidays, delivery during a day designated by the company from time to time as a day of closure. Such dates if any shall be advised to the Buyer by the Seller's sales office upon the placing of an order, orders of a quantity lower than the minimum order quantity as may from time to time be notified by the Seller's sales office. The minimum order quantity may be amended without prior notice.</p> <p>7.1.4 delivery to addresses outside the UK Mainland, 7.1.5 delays caused by instructions from the Buyer or by the failure of the Buyer to give adequate delivery instructions or information.</p> <p>7.1.6 delays and additional work encountered on installation or other work connected with the Goods the Seller caused by inadequate instructions from the Buyer or by circumstances, which are not apparent at the time, any quotation (written or otherwise) was given by the Seller.</p> <p>8 Warrant and Exemptions</p> <p>8.1 The Seller undertakes that if it is given notice that any of the Goods were defective on delivery and if the defect arises from faulty materials or workmanship in manufacture or installation the Seller will repair or replace the defective item free of charge other than delivery charges.</p> <p>8.2 Notice must be given promptly on discovery of the defect and in any event not later than 7 days after delivery.</p> <p>8.3 There shall be excluded from the Contract all other conditions, warranties, statements, and representations whether express or implied, statutory or otherwise, as to quality, fitness for any particular purpose or as to correspondence with any sample.</p> <p>8.4 The warranty contained in Clause 8.1 does not apply to the extent that the defect is caused or contributed to by abuse, improper installation or application of the Goods, or where the Goods have been damaged by accident or negligence in use, storage or transportation.</p> <p>8.5 The Seller's liability under this warranty shall be limited to repair or replacement as provided above. In no event whatsoever will the Seller be liable for special, indirect or consequential damages.</p> <p>8.6 The Buyer shall give the Seller immediate notice of any alleged defect as soon as it becomes apparent, and shall retain the Goods at its premises until advised by the Seller to return them. Goods alleged to be defective shall be subject to inspection and testing by the Seller at its own or (if the Seller so chooses) at the Buyer's premises and the Buyer shall allow the Seller adequate facilities at the Buyer's premises to investigate the complaint.</p> <p>8.7 The Buyer shall indemnify the Seller against any claims and any cost and expenses (including legal costs) relating thereto, in respect of any loss or damage, howsoever arising and of whatever nature, suffered by any third party in relation to or in any way connected with the Goods supplied to the Buyer by the Seller.</p> <p>8.8 Neither Party shall be liable for any failure to perform any of its obligations under or in connection with the Contract if such delays are due to fire, explosion, flood, storm, tempest, sabotage, strikes (official and unofficial), riot, invasion, acts of war, shortage of labour, power of materials, civil commotion, accidents, plant breakdown, failure of supply of the Goods by the Seller's supplier, compliance with an order of an apparently competent authority, or any other event beyond the Party's reasonable control.</p> <p>9 Insolvency</p> <p>9.1 In the event of the buyer suffering (or appearing to the seller to be about to suffer) the onset of insolvency or being in breach of any term of the contract the seller shall be entitled, without prejudice to its other rights, to postpone delivery both in respect of the Contract in question and any other contracts with the Buyer until the breach has been rectified and/or (at its option) to determine the contract (and/or any such other contracts) and to recover payment for all deliveries already made and for any costs already expended for the purpose of future deliveries (less any allowance of the value thereof as utilised by the seller for other purpose) and also to recover from the Buyer a sum equivalent to the Seller's loss of profit arising out of such determination. The exercise of the Seller's option to postpone delivery shall not prevent the subsequent exercise of the Seller's option to determine the Contract and/or any other such contracts.</p> <p>10 Cancellation</p> <p>10.1 The Contract may be cancelled by the Buyer only with the Seller's written consent. In event of such cancellation the Seller shall be entitled to charge the Buyer cancellation charge, commensurate with the Seller's cost incurred up to the date of the cancellation plus the Seller's loss of profit.</p> <p>11 Law and Jurisdiction</p> <p>11.1 The proper law of the contract shall be English law and any difference or dispute hereunder shall except where otherwise herein provided be dealt with by the Courts of England, save that the Seller shall be entitled to bring proceedings against the Buyer who hereby submits to the jurisdiction of the English Courts accordingly.</p> <p>12 Notices</p> <p>12.1 Notice served by facsimile to the appropriate terminal of the party to be served shall be deemed properly served if followed by a first class letter properly addressed signed by or on behalf of the party serving the notice.</p> <p>12.2 Any notice to the Seller shall be delivered to the Seller at its current postal address as specified on the company letterhead and invoice, or such other address as the seller may from time to time have notified for the purpose of this Clause 12.</p> <p>13 Guarantees</p> <p>13.1 For seating operated on a normal 8-hour day basis, components are guaranteed for 5 years and upholstery material for 2 years. For use in excess of 8 hours per day, these guarantee periods are reduced to 2 years and 1 year respectively.</p>
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I accept the terms and conditions and understand that payment terms are 30 days from month end.

(This must be signed by a Director, Partner or Sole Trader).

Signed: _____ Date: _____

Print Name: _____

Position in Company: (Director/Partner/Sole Trader) _____