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CONDITIONS OF SALE

Orders are accepted subject to the following terms and conditions:

1 Exclusion of Terms

These Conditions of Sale apply to all Purchase of goods and services from us unless modified in writing by us prior to the acceptance by us of your order or instructions.

2 Acceptance

Neither estimates nor quotations nor any other documents or oral statements put forward by us or on our behalf constitute an offer to enter into contractual relations and no contract shall be created for the sale of any goods by us save by our acceptance of an offer.

3 Conditions

Any acceptance by us of an offer to purchase goods shall incorporate these conditions of contract and no others and all offers shall be or shall be deemed to be made on that basis unless and except insofar as is expressly stated in writing by us with specific indication of what conditions are to be added or deleted or varied and in the event that any terms put forward by or on behalf of a party dealing with us shall have the effect of causing that which would otherwise have been an acceptance by us of an offer by such party to be in form or substance a counter offer such shall not be or shall be deemed not to be a counter offer but a mere invitation to treat and no contracts will be concluded save by a subsequent acceptance in writing by us to which these conditions apply.

4 Cancellation

If the buyer for any reason cancels the order after its acceptance by us or seeks to revise the delivery date, then the buyer shall be liable for all cost expenses and losses whatsoever including loss of profit resulting from such cancellation or revision. In particular cancellation will only be accepted on payment of all such costs expenses and losses incurred by us and until payment, cancellation of the order shall be deemed not to have taken place notwithstanding any instructions from the buyer to the contrary. Any payment made out of the provision of this paragraph to secure the cancellation of the contract shall be without prejudice to our right to recover any of the costs expenses and losses suffered by us as a result of such cancellation. Further, the buyer shall also be liable for all costs and expenses incurred by us on account of revisions of delivery dated necessarily due to lack of information from the buyer and we reserve the right in such circumstances to adjust any price quoted by us.

5 Delivery

While dates or periods for readiness or despatch or delivery of goods are given in good faith the same are not of the essence of or in any way terms of the contract or representation of fact and no damages shall be payable for late readiness or despatch or delivery however caused or under any circumstances and the Buyer shall be bound to accept goods sold when the same are ready for collection or are delivered.

6 Alterations

We reserve the right to modify prices should there be any agreed alteration in the design of goods. Prices given for equipment in stock or in progress are subject to the same being unsold when the order is received and accepted.

7 Drawings, etc.

All weights, measurements, powers, capacities and other particulars of goods offered by us, whether contained in illustrations or drawings, accompanying our tender or contained in our catalogues, price lists or advertisements, are stated in good faith as being approximately correct, but small deviations therefrom shall not be grounds for non-acceptance of the goods or otherwise vitiate any contract concluded between us, or be made on the basis of any claim against us.

8 Tests

All goods will be subject to standard works test prior to delivery which will be final and conclusive. Any additional tests required must be specified in your order and will be subject to acceptance by us and will be charged for.

9 Packing & Carriage

When 'delivered prices' are stated the price includes packing and carriage. If prices are 'ex-works' a charge will be made for packing and carriage can be arranged if required. Goods will be at your risk from the moment they are collected by your carrier. No credit will be issued for any packing returned.

10 Damage in Transit

When the price quoted includes delivery, we will repair or replace free of charge goods damaged in transit, provided the carriers and ourselves receive written notification of such damage within four days of delivery, and that the goods have been signed for as 'not examined' or 'damaged' but not otherwise.

11 Lost in Transit

Where we expressly undertake responsibility for delivery of goods we shall repair or replace the same or any part thereof at our own expense in the event of loss in transit to the point to which we agreed to deliver the goods provided that our liability hereunder shall in no circumstance exceed the price of the consignment of goods and provided that all claims in respect of loss in transit must be made in writing and delivered to our Head Office within the time limit stated by the carrier in the event of non-delivery. Save as aforesaid no responsibility whatsoever is accepted for any loss during the course of the transport of goods.

12 Schedule Orders

A scheduled order (i.e. an order calling for delivery spread over a period) shall constitute unqualified authority for manufacture and establishes the customers ultimate liability. Scheduling shall permit completion of delivery of an order within 12 months from the date that the order was received by us.

13 Price Adjustment

At our absolute and sole discretion the amount of the agreed contract price may be amended to allow for variation in the cost of labour or transport or machinery or materials or production occurring subsequent to the date on which the contract was made providing that the notice of the amendment be given to the buyer within 14 days of the delivery of goods or completion of the work as the case may be.

14 Terms of Payment

Prices quoted are net. Where no other terms of payment have been agreed, payment in respect of any of the goods shall be due one month from the date of despatch or from notification by us that they are ready for despatch. We reserve the right to charge interest at the rate of 1 1/2% per month for amounts not paid when due.

15 Patents

In the event of any claim being made or action being brought against you in respect of infringement of Patents by the manufacture or sale by us of goods supplied to you, you are to notify us immediately, and we shall be at liberty with your assistance, if required, to conduct all negotiations for the settlement of the same or any litigation that may arise therefrom. However, you shall indemnify us against all costs, claims, expenses, damages, charges or liabilities whatsoever in respect of or arising from any claim for infringement of Letter Patents, Trade Mark or Registered Design relating to any products supplied to your design following your instructions.

16 Nameplates

Any nameplate or other form of identification which we have affixed to or marked upon any articles sold by us shall not be removed by you or by anyone on your behalf without our consent in writing. No undertakings given in these Conditions of Sale shall apply to articles from which any of our nameplates or identification marks have been removed.

17 Design Modifications

Provided that the equipment as supplied gives the performance specified in our quotation, we reserve the right to alter or modify the design or layout of the equipment or any part thereof, or to add further parts or omit any parts mentioned in our quotation, and in any such case the price quoted by us shall neither be increased or decreased.

18 Law & Arbitration

These Conditions of Sale and any contract concluded pursuant to them shall be governed by and construed according to the Laws of England. If at any time any question, dispute or difference shall arise between us upon, in relation to, or in connection with the contract either of us may give to the other notice in writing of the existence of such question, dispute or difference, and the same shall be referred to the arbitration of a person to be mutually agreed upon, or failing agreement, to an arbitrator to be appointed by the President of the Law Society. This submission shall be deemed to be a submission to arbitration within the meanings of the Arbitration Act, 1950, or any statutory modification thereof. Work under the contract shall, so far as may be reasonably practicably, continued during the arbitration proceedings and no payments which may be or shall become due shall be withheld on account of such proceedings

19 Vesting

All goods sold by us whether delivered or installed or not, shall remain our sole property until all funds of whatever kind due to us for the sale or supply of such goods have been paid. Until the property in goods sold or supplied passes to the buyer, the buyer shall be responsible for any damage suffered to the goods and shall take all steps necessary to keep the goods in good condition and repair and shall keep the same in safe custody and shall not overload or overwork or in any way improperly use the same and shall not do any act or thing which leads or may lead to the goods being seized under distress or any legal process and shall at all time keep the goods comprehensively insured against all risks to their full price and shall take steps to effect that an endorsement shall be made on the policy recording our interest in the goods and providing that all money payable to the buyer under the policy shall be paid to us as agents for the buyer and the buyer hereby appoints us his agents for the purpose of receiving the said money and grants to us the right to satisfy from such sums any claims outstanding in our favour against him. Further at all time while goods are in the possession of the buyer but while the property therein remains in use the buyer shall notify us immediately if any defect arises in the condition of the goods and shall at all such times allow us access to the goods for the purpose of inspection and or work to the goods and we shall be entitled to but not obliged to carry out such work as we deem to be necessary to the goods and only such work and entitled to render to the buyer such charges for such work unless such work is in respect of defects in the goods which are the subject of an express undertaking by us under these terms.

20 Undertaking

Whilst we will use our best endeavours with regard to the design, quality of material and workmanship of the goods supplied, we give no warranty (and the goods are not sold subject to any condition) in respect thereof, nor shall any conditions or warranty in this regard be implied. In lieu thereof we undertake to replace or repair at our option goods or parts thereof proved to have been originally defective in material or workmanship, if promptly returned to our Works, carriage paid within 12 months from the original date of despatch provided that we are satisfied after an examination of the good or parts returned that they are defective and that any such defects have not been caused by ordinary wear and tear, abuse, misuse, overloading, altered products or use of improper fluid. All warranties and conditions implied by Common Law, Statute or trade usage are hereby excluded. We shall not in any circumstances be liable for special, indirect or consequential loss or damage howsoever arising. Any materials which have been replaced by us, free of charge, shall become our property.

21 Suitability

Our products are not designed for use in life support appliances or systems where malfunction of these products can reasonably be expected to result in personal injury. Customers using or selling these products for use in such appliances or systems do so at their own risk and agree to fully indemnify us for any damages resulting from such appliances.

Webtec Products Limited

Registered No. 832125 London

Registered Office:

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