

Interpretation and Definitions

Any reference in these Conditions to any statute, law, statutory instrument, regulation or other similar instrument having the force of law shall be deemed to include any lawful amendment, re-enactment, extension, replacement, modification, consolidation and/or repeal thereof. Any reference to the singular shall include the plural and vice versa and any reference to one gender shall include all genders including the neuter gender. In these Conditions (unless the context otherwise requires) the following terms have the meanings set out below:

"Catalogue"

W.E.C (Leeds) Ltd current catalogue at the time of an order featuring Products for sale by W.E.C (Leeds) Ltd

"Conditions"

The terms and conditions of sale set out in this document;

"Contract"

The agreement between W.E.C (Leeds) Ltd and the Buyer for the sale and purchase of the Products;

"W.E.C (Leeds) Ltd"

Means W.E.C (Leeds) Ltd Limited (company number 3674162) whose registered office is at Graphite Way, Rossington Park, Hadfield, Glossop SK13 1QG;

"Delivery Address"

The address for delivery of the Products which shall be as specified by the Buyer on relevant purchase orders and as acknowledged by W.E.C (Leeds) Ltd on W.E.C (Leeds) Ltd sales order acknowledgement document

"Buyer"

W.E.C (Leeds) Ltd buyer who agrees to purchase the Products from W.E.C (Leeds) Ltd subject to these Conditions whose details may be set out overleaf;

"Estimated Delivery Date"

The date on which W.E.C (Leeds) Ltd estimates that the Products will be ready for delivery which may be set out overleaf;

"Products"

The goods which W.E.C (Leeds) Ltd is to supply to the Buyer in accordance with these Conditions and which may be listed overleaf;

"Product List"

W.E.C (Leeds) Ltd list containing Products featured in back catalogues.

2 Basis of Sale

2.1 These Conditions apply to all contracts for the sale of goods to a Buyer entered into by W.E.C (Leeds) Ltd. By placing an order with W.E.C (Leeds) Ltd or accepting W.E.C (Leeds) Ltd quotation,

the Buyer agrees to deal with W.E.C (Leeds) Ltd on these Conditions to the exclusion of all other terms, conditions, warranties or representations with the exception of any terms specified in writing overleaf.

2.2 No variation to these Conditions shall be binding unless made in writing specifying both which clause is to be varied and full details of such variation and signed on behalf of each of the Buyer and W.E.C (Leeds) Ltd.

2.3 W.E.C (Leeds) Ltd employees or agents are not authorised to make any representations concerning the Products unless confirmed by W.E.C (Leeds) Ltd in writing. In entering into the Contract the Buyer acknowledges that it does not rely on any such representations which are not so confirmed. The Buyer irrevocably and unconditionally waives any right it may have to claim damages for and/or to rescind the Contract as a result of any misrepresentation whether or not contained in the Contract unless such misrepresentation was made fraudulently.

2.4 Any advice or recommendation given by W.E.C (Leeds) Ltd or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Products which is not confirmed in writing by W.E.C (Leeds) Ltd is followed or acted upon entirely at the Buyer's own risk and accordingly W.E.C (Leeds) Ltd shall not be liable for any such advice or recommendation which is not so confirmed.

2.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by W.E.C (Leeds) Ltd shall be subject to correction without any liability on the part of W.E.C (Leeds) Ltd.

3 Sale and Purchase

3.1 The Buyer agrees to purchase the Products from W.E.C (Leeds) Ltd and W.E.C (Leeds) Ltd agrees to sell the Products to the Buyer.

3.2 The Buyer shall not be entitled to cancel in whole or in part any order which W.E.C (Leeds) Ltd has accepted or any quotation of W.E.C (Leeds) Ltd which the Buyer has accepted in either case whether orally or in writing.

3.3 If, at the request of the Buyer, W.E.C (Leeds) Ltd manufactures or supplies Products otherwise than in accordance with the Products' specification or description as set out in the Catalogue or as appropriate Product List or if the Products are marked with any trade mark at the request of the Buyer, the Buyer shall indemnify W.E.C (Leeds) Ltd against all loss, damages, costs and expenses awarded against or incurred by W.E.C (Leeds) Ltd in connection with or paid or agreed to be paid by W.E.C (Leeds) Ltd in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights or misuse of any confidential information of any other person or any other liability whatsoever which results from W.E.C (Leeds) Ltd use of the Buyer's specifications or the marking of the Products or from the sale or supply of such Products by W.E.C (Leeds) Ltd pursuant to the provisions of clause 4.6 below.

3.4 W.E.C (Leeds) Ltd may, at any time, by notice to the Buyer withdraw from sale or cease to manufacture any Product and W.E.C (Leeds) Ltd shall incur no liability whatsoever to the Buyer in so doing. The Buyer acknowledges that due to continuous product development, Products supplied may differ slightly from those illustrated in the Catalogue or a Product List and that colours illustrated are subject to the normal limitations of reproduction and presentation. External measurements and capacities quoted are approximate.

3.5 W.E.C (Leeds) Ltd further reserves the right to make any changes in the specifications of the Products which are required to conform to any applicable safety or other requirements or which do not materially affect their quality or performance.

4 Delivery

4.1 Subject to Clause 4.3 delivery shall be effected at the Delivery Address and W.E.C (Leeds) Ltd shall use its reasonable efforts to deliver the Products to the Buyer at the Delivery Address on or around the Estimated Delivery Date as acknowledged on the W.E.C (Leeds) Ltd sales order acknowledgement document, but time of delivery shall not be of the essence.

4.2 W.E.C (Leeds) Ltd shall be entitled to deliver the Products in instalments in which case each instalment shall be treated as an entirely separate contract and any default or breach by W.E.C (Leeds) Ltd in respect of any such instalment shall not entitle the Buyer to cancel any other instalment or treat the Contract as a whole as repudiated.

4.3 If Products are delivered by agreement to an address other than the Delivery Address then delivery shall take effect when the Products are off-loaded by W.E.C (Leeds) Ltd or as appropriate the carrier at that agreed address and if Products are damaged on delivery or if less than the correct amount of the Products is delivered, then unless the Buyer notifies W.E.C (Leeds) Ltd or where appropriate the carrier (otherwise than by a note on the delivery note) within three (3) days of delivery no claim against W.E.C (Leeds) Ltd may be made in respect of damage to or short delivery of such Products.

4.4 If the Products have not been delivered despite receipt by the Buyer of the invoice from W.E.C (Leeds) Ltd relating to them, then unless the Buyer notifies W.E.C (Leeds) Ltd within seven days after the date of such invoice no claim against W.E.C (Leeds) Ltd may be made in respect of non-delivery of those Products.

4.5 The Buyer shall be deemed to accept the Products on delivery notwithstanding any late delivery by W.E.C (Leeds) Ltd.

4.6 If the Buyer fails to take delivery of the Products or fails to give W.E.C (Leeds) Ltd adequate delivery instructions before the Estimated Delivery Date, then, without prejudice to any other right or remedy available to W.E.C (Leeds) Ltd, W.E.C (Leeds) Ltd may:-

4.6.1 store the Products until actual delivery is made and charge the Buyer for the costs (including insurance) of storage; and/or

4.6.2 sell or supply the Products (whether or not such Products were manufactured or marked by W.E.C (Leeds) Ltd pursuant to the provisions of clause 3.3 above) to a third party in any country at the best price readily obtainable and (after deducting all storage and selling expenses) charge the Buyer for any shortfall below the price under the Contract and in either case shall be entitled to charge interest (both before and after any judgment) on the price payable for the Products under the Contract at 8% over the base rate from time to time of HSBC PLC from the Estimated Delivery Date to the date of actual delivery.

5 Prices and Payment

5.1 The price of the Products shall be the price set out overleaf or, if not specified, the price quoted by W.E.C (Leeds) Ltd or, if not specified and no price has been quoted (or a quoted price is no longer valid), the price will be the price listed in the Catalogue or the Product List. All prices

quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time they may be altered by W.E.C (Leeds) Ltd without giving notice to the Buyer.

5.2 W.E.C (Leeds) Ltd reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Products to reflect any increase in the cost to W.E.C (Leeds) Ltd which is due to any factor beyond its control, any change in delivery dates, quantities or specifications for the Products which is requested by the Buyer or any delay caused by any instructions of the Buyer or failure of the Buyer to give W.E.C (Leeds) Ltd adequate information or instructions.

5.3 Unless otherwise stated overleaf or under the terms of any quotation or in any price list of W.E.C (Leeds) Ltd, all prices are given by W.E.C (Leeds) Ltd on an ex works basis, and the Buyer shall be liable to pay W.E.C (Leeds) Ltd charges for (where applicable) transport, packaging and insurance together with any additional expenses, licence fees, currency fluctuation related costs or duties paid or incurred by W.E.C (Leeds) Ltd as a result of the Delivery Address being outside the UK.

5.4 The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to W.E.C (Leeds) Ltd.

5.5 W.E.C (Leeds) Ltd shall be entitled to invoice the Buyer for all amounts due under the Contract on or at any time after delivery of the Products and where the Buyer wrongly fails to take delivery W.E.C (Leeds) Ltd shall be entitled to invoice the Buyer at any time after W.E.C (Leeds) Ltd has notified the Buyer that the Products are ready for collection or (as the case may be) W.E.C (Leeds) Ltd has tendered delivery of the Products.

5.6 A deposit for each order may be required to be paid by the Distributor at the time of placing the order, in which case the balance of the price shall be invoiced for payment on delivery. Where no deposit is required from the Buyer, the Buyer shall make payment in full upon delivery unless W.E.C (Leeds) Ltd has agreed credit terms in which case the Buyer shall make payment to W.E.C (Leeds) Ltd in respect of all invoices in full and without any deduction or set off (whether in relation to such invoice or otherwise) within 60 days of the date of the invoice. Time of payment shall be of the essence.

5.7 All payments shall be applied to invoices and to Products listed in such invoices in the order determined in its discretion by W.E.C (Leeds) Ltd.

5.8 If full payment is not received by W.E.C (Leeds) Ltd by the due date then without prejudice to its rights W.E.C (Leeds) Ltd shall be entitled:-

5.8.1 to sue for the entire price; and/or

5.8.2 to charge interest (both before and after any judgment) at the rate of 4% over the base rate from time to time of HSBC PLC on the outstanding balance; and/or

5.8.3 to require the immediate return to W.E.C (Leeds) Ltd of all goods agreed to be sold by W.E.C (Leeds) Ltd to the Buyer in which the property has not passed to the Buyer in accordance with the provisions of clause 7 below and the Buyer hereby agrees to reimburse to W.E.C (Leeds) Ltd upon demand W.E.C (Leeds) Ltd costs or expenses in recovering such goods.

6 Warranty and Liability

6.1 W.E.C (Leeds) Ltd warrants that the Products will be free from defects in material and workmanship for a period of twelve months from the date of delivery PROVIDED THAT:-

6.1.1 W.E.C (Leeds) Ltd shall be under no liability in respect of any defects in the Products arising from any drawing, design or specifications supplied by the Buyer;

6.1.2 W.E.C (Leeds) Ltd shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage or negligence by the Buyer or persons using the Products, abnormal working conditions, failure to follow W.E.C (Leeds) Ltd instructions (whether oral or in writing), or misuse or alteration or repair of the Products without W.E.C (Leeds) Ltd approval;

6.1.3 W.E.C (Leeds) Ltd shall be under no liability whatsoever if the total price of the Products has not been paid by the due date for payment;

6.1.4 any such defect in or failure to meet any such specification by the Products shall be notified to W.E.C (Leeds) Ltd in writing as soon as reasonably possible after the Buyer discovers such defect or non-conformity; and

6.1.5 the above warranty does not extend to parts, materials or equipment not manufactured by W.E.C (Leeds) Ltd, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to W.E.C (Leeds) Ltd and which W.E.C (Leeds) Ltd hereby assigns to the Buyer so far as it is able.

6.2 Except as set out in these Conditions, W.E.C (Leeds) Ltd makes and the Buyer receives no warranties, conditions or representations, express or implied, statutory or otherwise, and without limitation implied terms relating to satisfactory quality and fitness for a particular purpose are excluded.

6.3 Should any valid claim under clause 6.1 above be made by the Buyer, W.E.C (Leeds) Ltd shall be entitled to replace or repair the Products (or the part in question) free of charge or, at W.E.C (Leeds) Ltd sole discretion, refund to the Buyer the price of the Products (or a proportionate part of the price as appropriate) but W.E.C (Leeds) Ltd shall have no further liability to the Buyer.

6.4 W.E.C (Leeds) Ltd does not seek to exclude or limit its liability for death or personal injury resulting from negligence of or fraudulent misrepresentation by W.E.C (Leeds) Ltd or its employees or any other liability which under English law it is not permitted to limit or exclude.

6.5 W.E.C (Leeds) Ltd shall not be deemed to be in breach of this agreement, or otherwise be liable to the Buyer, by reason of any delay in performance, or non-performance, of any of its obligations under this agreement to the extent that such delay or non-performance is due to any Force Majeure of which it has notified the buyer; and the time for performance of that obligation shall be extended accordingly.

6.6 Except pursuant to sub-clause 6.4 above:

6.6.1 W.E.C (Leeds) Ltd shall not in any event be liable for any indirect, special or consequential loss or damages, howsoever arising, or in respect of any loss of profits or wasted overheads or similar costs in connection with or arising out of the furnishing, functioning or use of the Products, or any item or service provided, and shall not be liable for any other damages except as provided herein;

6.6.2 in no event shall W.E.C (Leeds) Ltd liability in respect of any of the Products exceed the price paid for those Products; and

6.6.3 no action, regardless of form, arising out of the transactions under the Contract may be brought by the Buyer more than two years after the cause of action has accrued.

6.7 Buyer shall at its expense defend any action against W.E.C (Leeds) Ltd based on a claim that customisation of a Product or the manufacture or modification of a Product in accordance with Buyer's instructions constitutes an infringement of the Intellectual Property Rights of any third party (a "Buyer's Claim") provided that:

6.7.1 W.E.C (Leeds) Ltd shall promptly notify Buyer in writing of any Buyer's Claim of which it becomes aware and shall provide Buyer with full and accurate details of the same;

6.7.2 Buyer shall have the sole control of the defence of any action on all Buyer's Claims and all negotiations for settlement or compromise;

6.7.3 W.E.C (Leeds) Ltd shall make no admissions or compromises in relation to the same; and

6.7.4 W.E.C (Leeds) Ltd shall allow its name to be used in proceedings if necessary and shall provide all reasonable assistance in defending any action.

Buyer will pay all damages and costs awarded against W.E.C (Leeds) Ltd as a result of any action based on a Buyer's Claim.

7 Risk and Title

7.1 Risk of loss of or damage to the Products shall pass to the Buyer on delivery and the Buyer shall insure the Products from that time until ownership of and title to them passes to the Buyer.

7.2 Notwithstanding delivery and the passing of risk in the Products to the Buyer, or any other provisions of these conditions, ownership of and title to the Products shall not pass to the Buyer and shall be retained by W.E.C (Leeds) Ltd until W.E.C (Leeds) Ltd has received in cash or cleared funds payment in full of the price of the Products and of the price of any other goods supplied to the Buyer by W.E.C (Leeds) Ltd at any time whether or not the price has become due.

7.3 Until ownership of and title to all goods owned by W.E.C (Leeds) Ltd passes to the Buyer, the Buyer shall hold the goods in the Buyer's possession or control as W.E.C (Leeds) Ltd fiduciary agent and bailee and shall keep them separate from those of the Buyer and third parties and properly stored, protected and insured and identified as W.E.C (Leeds) Ltd property. The Buyer shall be entitled to resell or use such goods in the ordinary course of its business but shall account to W.E.C (Leeds) Ltd for the entire proceeds of sale or otherwise of such goods whether tangible or intangible, including insurance proceeds, and shall keep all such amounts separate from any monies or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured. The Buyer shall maintain records of the persons to whom it sells or disposes of such goods and of the payments made by such persons for such goods and will allow W.E.C (Leeds) Ltd to inspect those records and the goods themselves on request. W.E.C (Leeds) Ltd shall be entitled to trace the proceeds of sale or otherwise of such goods.

7.4 For the avoidance of doubt, the Products, all other goods supplied to the Buyer by W.E.C (Leeds) Ltd and all goods into which the Products or such other goods may have been incorporated which are in the Buyer's possession shall be presumed to belong to W.E.C (Leeds) Ltd unless the Buyer can prove otherwise.

7.5 Until ownership of and title to any goods owned by W.E.C (Leeds) Ltd passes to the Buyer (and providing the goods are still in existence and have not been resold), W.E.C (Leeds) Ltd shall be entitled at any time to require the Buyer to deliver up such goods to W.E.C (Leeds) Ltd and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where such goods are stored and repossess them. The Buyer shall procure that any third party withholds

such goods shall permit W.E.C (Leeds) Ltd to take possession of them and shall indemnify W.E.C (Leeds) Ltd against any liability which it may incur to such third party in connection with taking or attempting to take possession of them. W.E.C (Leeds) Ltd shall be entitled to use or dispose of such goods as it wishes. Unless W.E.C (Leeds) Ltd expressly elects otherwise any contract between it and the Buyer for the supply of the Products shall remain in existence notwithstanding any exercise by W.E.C (Leeds) Ltd of any of its rights under this clause.

7.6 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any goods which remain the property of W.E.C (Leeds) Ltd, but if the Buyer does so, all monies owing by the Buyer to W.E.C (Leeds) Ltd shall (without prejudice to any other right or remedy of W.E.C (Leeds) Ltd) forthwith become due and payable.

7.7 The Buyer acknowledges that the allocation of risk in these conditions reflects the price paid for the Products and any discounts applied by W.E.C (Leeds) Ltd.

8 General

8.1 The Buyer shall comply with all laws and regulations relating to the ownership and use of the Products including but not limited to health and safety requirements, export control and such similar measures and for the avoidance of doubt, the Buyer shall be responsible for obtaining and bearing the cost of any import or export licences, as applicable.

8.2 The remedies available to W.E.C (Leeds) Ltd under the Contract shall be without prejudice to any other rights, either at common law or under statute, which it may have against the Buyer.

8.3 The failure or delay of W.E.C (Leeds) Ltd to enforce or to exercise, at any time or for any period of time, any term of or any right, power or privilege arising pursuant to the Contract does not constitute and shall not be construed as a waiver of such term or right and shall in no way affect either party's right later to enforce or exercise it nor shall any single or partial exercise of any remedy, right, power or privilege preclude any further exercise of the same or the exercise of any other remedy, right, power or privilege.

8.4 The invalidity or unenforceability of any term of, or any right arising pursuant to the Contract shall not in any way affect the remaining terms or rights which shall be construed as if such invalid or unenforceable term or right did not exist.

8.5 Any notice required to be served under these Conditions shall be in writing delivered personally or sent by first class pre-paid post to the address of the recipient (or to such other address as has been notified to the sender as the proper address for service). Any such notice shall be deemed properly served, in the case of personal delivery on delivery and in the case of posting two Working Days after the date of posting or, if sent by recorded delivery mail and returned marked "gone away" or to the like effect, on return of such recorded delivery mail.

8.6 The Contract is personal to the Buyer and the Buyer may not assign, transfer, sub-contract or otherwise part with the Contract or any right or obligation under it without the prior written consent of W.E.C (Leeds) Ltd.

8.7 These Conditions form the entire agreement between W.E.C (Leeds) Ltd and the Buyer and no variation or amendment thereof shall be effective unless in writing signed by authorised representatives of the parties.

8.8 The construction, validity and performance of the Contract are governed by the law of England and the parties accept the exclusive jurisdiction of the English Courts.