

STANDARD TERMS & CONDITIONS OF TRADING

1. General

(1) All quotations are made and contracts accepted for the supply of goods and materials by Wells Spiral Tubes Limited and all subsidiary and associated companies, hereinafter referred to as the Company, shall be subject to the following terms and conditions. All conditions of the Customer or other terms conditions or warranties whatsoever are excluded from the Contract or any variation thereof unless expressly accepted by the Company in writing.

Any reference to the Customer's specification or like documents will not be deemed to imply that any terms or conditions endorsed upon, delivered with or referred to in such specification or like document will take effect to the exclusion of the following terms and conditions.

(2) If any statement or representation upon which the Customer relies has been made to the Customer other than in the documents enclosed with the Company's quotation or acknowledgement of order the Customer must set out that statement or representation in a document to be attached to or endorsed on the order in which case the Company may clarify the point and submit a new quotation.

(3) Notwithstanding that samples may be or have been submitted by the Company the sale to the Customer is not and shall not be deemed to be a sale by sample for the purposes of Section 15 of the Sale of Goods Act 1979. Any samples submitted to the Customer are intended to indicate only the substance and the general character of the materials and the Customer shall have no claim if the colour or composition of the bulk supplied fails to correspond with the sample in such respect unless the particular requirement is specified by the Customer and accepted by the Company in writing.

2. Delivery

(1) Time for delivery is given as accurately as possible but is not guaranteed and is not the essence of the contract. The Customer shall have no right to damage or to cancel the order for failure for any cause to meet any delivery time stated.

(2) In cases where the Customer requests delivery to a specific site, the onus is on the Customer to ensure that the Goods have been delivered before incurring site costs.

(3) The date of delivery shall in every case be dependant upon prompt receipt of all necessary information final instructions or approvals from the Customer. Alterations by the Customer in design specifications or quantities required may result in late delivery.

(4) The Company will endeavour to comply with reasonable requests by the Customer for postponement of delivery but shall be under no obligation to do so. Where delivery is postponed otherwise than due to default by the Company the Customer shall pay all costs and expenses including a reasonable charge for storage and transportation occasioned thereby and the Company shall be entitled to invoice the Goods in accordance with these conditions.

(5) The Company reserves the right to supply the goods from any of its sites and unless otherwise agreed the method of carriage of the goods shall be at the discretion of the Company. If the Company so agrees the goods may be collected from the site by the Customer. In such event when the Customer is notified that the goods are ready for collection at the site the Customer shall collect them without delay. If the goods are not collected by the Customer within 7 days of being notified the Company may despatch the goods itself at the Customer's expense.

(6) Prices quoted are exclusive of any marine insurance or extra delivery insurance cover which the customer may require.

(7) Where the Company accepts an order for the supply of Goods to be called off by the Customer over a period then unless otherwise agreed by the Company in writing, such call-offs must be made so as to complete delivery of all Goods within 3 months from the date of the Customer's order.

(8) The Customer is responsible in all cases for unloading the delivery vehicle and shall be responsible for all loss or or damage to the Goods during the course of such unloading.

(9) A delivery note or notes for the Company must be signed on receipt of the goods.

(10) The Company shall have the right to make delivery by instalments and in that event each delivery shall stand as a separate contract and failure to make any instalment delivery shall not entitle the Customer to repudiate the whole contract.

(11) Where delivery is made by the Company to the Customer's premises the Customer will ensure the provision to the Company of full and adequate access to the point at which delivery is to take place and all other facilities and services necessary to enable the Company to deliver in accordance with the Customer's requirements. The decision of the Company's representative as to the nearest point of accessibility to the Customer's works shall be accepted as final and shall be deemed to be the point of delivery.

(12) The Company accepts no responsibility for damage of any kind caused by its transport to any access road or to the place of delivery but the making good of any damage to such transport by defective approaches to the place of delivery shall be charged to and paid for by the Customer.

(13) Unless otherwise expressly agreed any packaging supplied by the Company is intended to be only sufficient to protect the Goods for all normal conditions of transit and for the normal period of transit only.

3. Risk and Title

(1) The legal and equitable title to the goods in this clause referred to as "the contract goods" will not be given to the Customer until the price for the contract goods has been paid in full and until such payment the Customer will hold the contract goods in a fiduciary capacity as bailee for the Company.

(2) The Company may, for the purposes of recovery of these goods, enter upon premises where they are stored or where they are reasonably thought to be stored, and may re-possess the same if the intending purchaser has not, at any time, paid to the Company the agreed price.

(3) Where the Contract goods are resold by the Customer and at the time of such resale the property in the contract goods has not passed to the Customer then the proceeds of such resale will be held by the Customer as a fiduciary capacity on trust for the Company and the Customer will account to the Company for the same to the extent necessary to pay the price of the Contract goods.

(4) The intending purchaser must insure goods of the Company in its possession until such time as the intending purchaser shall have paid to the Company the agreed price.

(5) The risk in relation to any goods supplied under this contract shall pass to the Customer on delivery thereof to the Customer which shall take place either:

when goods are delivered or left at the Customers premises whether or not a receipt shall have been given in respect thereof, or;

where goods are collected when they are delivered into the hands of the Customer or his agent.

(6) If while the property in the goods is vested in the Company the Customer shall commit a breach of any agreement with the Company or shall fail to pay any debt due to the Company having been given 14 days written notice in respect thereof or shall commit any act of Bankruptcy or being a Company shall become the subject of any proceedings for liquidation or shall have a receiver appointed then, and in such event the Company shall be entitled to enter the premises where the goods are located without notice at any time and re-take possession and remove the same from the said premises.

4. Cancellation

Cancellation will only be agreed to by the Company on condition that all cost and expenses incurred by the Company up to the time of cancellation and all loss of profits and other loss or damage resulting to the Company by reason of such cancellation will be paid forthwith by the Customer of the Company.

5. Prices

(1) All prices are unless otherwise stated quoted net ex works exclusive of VAT. The Company reserves the right to amend the Contract price to take account of any variation in its costs between the date of its quotation and the delivery of the goods.

(2) In the event of any alteration being required by the Customer in design or specification the Company shall be entitled to make an adjustment of the Contract price corresponding to such alteration.

(3) All prices are exclusive of the cost of carriage and packing unless otherwise stated.

(4) The Company has a minimum credit order of £15.00.

(5) Any goods returned other than on the day of purchase will be charged a fixed levy of 15% to cover handling and administration costs. Only items from our Stock range determined to be of saleable quality returned within one month of the invoice date will be accepted.

6. Terms of Payment

(1) Unless otherwise agreed by the Company in writing, payment in full is due within 30 days of the invoice date. The Company offers a standard discount of 5 per cent for accounts paid within 30 days of the invoice date.

(2) Where goods are delivered by instalments the Company may invoice each instalment separately and the Customer shall pay such invoices in accordance with these conditions.

(3) No disputes arising under the contract nor delays beyond the reasonable control of the Company shall interfere with prompt payment in full by the customer.

(4) In the event of default in payment by the customer, interest will be charged on overdue invoices at the rate of 20% per annum calculated on a daily basis until full payment.

7. Rejection, Shortages and Defects

Any claim that the goods and materials supplied by the Company are defective or not of the type ordered shall be made in writing within seven days of the date of their delivery. No claims whatsoever will be entertained after the expiry of that time period.

Shortages and Defects Apparent on Delivery

(1) The Customer shall have no claims for shortages or defects which should be apparent on visual

inspection at the time of delivery unless the shortages or defects are brought to the attention of the driver of the delivery vehicle and are clearly marked on the signed copy of the delivery note at the time of delivery.

(2) The Customer shall have no claim for shortages or defects capable of being apparent on subsequent visual inspection (not being shortages of defects failing within Condition 8 (1) below unless

(i) The Customer inspects the Goods and notifies the Company by telephone or telex before fixing or otherwise using the Goods or cutting or removing bands and in any event within three working days of arrival at its premises or other agreed destination and

(ii) A written complaint is made to the Company before fixing or otherwise using the Goods and in any event within seven days of receipt of the Goods or such shorter period as the carriers conditions (if applicable) require specifying the shortage or defect and the Company is given an opportunity to inspect the Goods and investigate any complaint before any use is made of the Goods.

If a complaint is not made to the Company as herein provided then the Goods shall be deemed to be in all respects in accordance with the contract and the Customer shall be bound to pay for the same accordingly.

Defects not Apparent on Inspection at Delivery

(1) The Customer shall have no claim in respect of defects not apparent on visual inspection at the time of delivery or within 3 working days thereafter, unless:

A written complaint is made to the Company as soon as reasonably practicable after the defect is discovered and no use (use for this purpose being taken to include any sale, disposal or the parting of possession) is made of the Goods thereafter and no alteration made thereto before the Company is given an opportunity to inspect the Goods in accordance with this Condition and

The complaint is sent within three months of the date of delivery of the Goods or in the case of items not manufactured by the Company within the guarantee period specified by the manufacturer of such item.

(2) The Customer shall not be entitled to any claim in respect of any repairs of alterations undertaken by the Customer without the prior specific written consent of the Company nor in respect of any defect arising by reason of fair wear and tear or damage due to misuse or inadequate or unsuitable storage.

(3) The Company shall not be liable for loss or damage suffered by reason of installation of the Goods after the Customer becomes aware of a defect or after circumstances which should reasonably have indicated to the Customer the existence of a defect.

(4) The Company may as soon as reasonably practicable after receiving such a written complaint or 30 days where the Goods are situated outside the United Kingdom (and in any event within 21 days) inspect the Goods and the Customer if so required by the Company shall take all steps necessary to enable the Company to do so.

Faulty Workmanship

The Company will repair or replace any goods supplied if they are found to be defective through faulty workmanship. The Company cannot accept responsibility for defects caused as a result of incorrect treatment or alteration to the goods, nor for defects caused as a result of using the goods for any purpose for which they are not supplied. There is not to be implied into this agreement any condition or warranty that the goods supplied are fit for any purpose other than the purposes for which the goods of that kind are normally supplied.

8. Liability

Save where the Company is shown to have failed to exercise reasonable care in the manufacture and/or supply of the Goods and such failure results in death or personal injury the Company shall not be liable in respect of claims arising by reason of death or personal injury. Further under no circumstances whatsoever shall the Company be liable for consequential loss (including removal or rectification work required in connection with installation of repaired or substitute Goods) loss of profits or other indirect losses or for damage to property.

9. Confidential Information

All drawings documents and other information supplied by the Company are supplied on the express understanding that copyright is reserved to the Company and that the Customer will not without the written consent of the Company either give away loan exhibit or sell any such drawings or extracts therefrom copies thereof or use them in any way except in connection with the Goods in respect of which they are issued.

10. Sealant

If the nature of the intended use of the goods to be supplied require the provision of a sealant then unless there is an express agreement in writing to the contrary the Customer shall be responsible at all times for the provisions of a suitable sealant.

11. Customers Specifications and Drawings

(1) The customer shall be solely responsible for the selection and specification of the Company's products with regard to their suitability for a particular application. The Company shall not be liable for incorrect selection or installation by the Customer.

(2) The Customer shall be solely responsible for ensuring that all drawings information advice and recommendations given to the Company either directly or indirectly by the Customer or by the Customer's agents servants consultants or advisers are accurate correct and suitable.

(3) Examination or consideration by the Company of such drawings information advice or recommendations shall in no way limit the Customer's responsibility hereunder unless the Company specifically agrees in writing to accept responsibility.

(4) The Customer must accept sole responsibility for any discrepancies which occur between the quantities or sizes of Goods agreed to be supplied by the Company and the quantities or sizes which are needed by the Customer in order to satisfy the particular purpose for which the Customer requires the Goods.

(5) The Customer shall indemnify the Company from and against all actions claims costs and proceedings which arise due to the manufacture of Goods to the drawings or specification of the Customer where such drawings or specifications are defective in any respect or where it is alleged that they involve an infringement of a Patent copyright Registered Design or Design Copyright or other exclusive right.

(6) Any post production testing procedures or inspection procedure shall be at the Customer's time and expense unless otherwise agreed in writing by the Company.

(7) The Company reserves the right to make any changes in the specification of the goods which are required to conform with any applicable safety or other statutory requirements or where the goods are to be supplied to the Company's specification which do not materially affect their quality or performance.

12. Data and Technical Information

Any illustrations performance details examples of installations and methods of assembly and any other technical data issued by the Company is provided for general guidance only and forms no part of the contract unless expressly agreed in writing.

13. Insolvency

If the Customer shall become bankrupt or insolvent or compound with creditors or in the event of a resolution being passed or proceedings commenced for the liquidation of the Customer (other than for a voluntary winding up for the purpose of reconstruction or amalgamation) or if a Receiver or Manager is appointed of all or any part of its assets or undertaking or if the Customer (being an individual) shall die or if the Customer shall be in default of his obligations under this contract then the Company shall be entitled to cancel this contract and any other contract between the Customer and the Company in force at the date hereof in whole or in part by notice in writing (without prejudice to any right or remedy accrued or accruing to the Company) and the price of all Goods or services rendered by the Company to the Customer whether under this contract or any other contract in force at the date hereof shall immediately become due and payable.

14. Force Majeure

The Company shall be excused from liability if performance of the contract is prevented or hindered by any cause whatsoever beyond the Company's control and in particular, but without prejudice to the generality of the foregoing, by Act of God, War, Government Control, restrictions or prohibitions or any other Government Act or omission whether local or national, fire, flood, subsidence, sabotage, accident, strike or lock out, and shall not be liable for loss or damage resulting from any of the foregoing circumstances.

15. Tools

(1) Unless otherwise expressly agreed in writing tools shall remain the property of the Company notwithstanding that the Customer may have paid or be liable to pay part of the cost of them.

(2) Neither the Customer nor the Company shall disclose to any third party any measurements dimensional or design details or any other information in respect of the tools owned by the other without previous consent in writing.

16. Legal

The contract shall be governed and interpreted exclusively according to the Law of England and shall be subject to the jurisdiction of the English Courts only.