

Condition for the supply of goods

June 2003

1.GENERAL

- 1.1 In these conditions 'the Company' means WNT(UK) Limited and 'the Purchaser' means the individual, firm, company or other party with whom the Company contracts. 'Supply' includes (but is not limited to) any supply under a contract of sale.
- 1.2 No order in pursuance of any quotation or otherwise shall be binding on the Company unless and until such order is accepted by the Company. Any contract made between the Company and the Purchaser (herein called 'the Contract') shall be subject to these conditions and save as aftermentioned no representative or agent of the Company has authority to agree to any terms or make any representations inconsistent with them or to enter into any contract except on the basis of them; any such term representation or contract will bind the Company only if in writing and signed by an approved signatory.
- 1.3 Unless otherwise agreed in writing by the Company these conditions shall override any terms and conditions stipulated or referred to by the Purchaser in his order or pre-contract negotiations.
- 1.4 In the event that the Company has not given a written acknowledgement of the Purchaser's order these conditions, provided the Purchaser shall have had prior notice of them, shall nonetheless apply to the Contract. All prices quoted are exclusive of VAT and the Purchaser shall pay any and all taxes, duties and other Government charges payable in respect of the goods.

2.WARRANTY

- 2.1 The Company warrants that each product to be delivered hereunder will be of the kind designated of specified subject to the Company reserving the right to make without notice such reasonable modifications in specifications, designs, materials or finishes as it deems necessary or desirable and the Purchaser shall not be entitled to object or reject the goods or any of them by reason of such reasonable modifications.
- 2.2 If any product delivered hereunder fails to conform to the specifications or to be of the kind designated (subject to the right of the Company to make reasonable modifications in pursuance to paragraph 2.1 above) prior to the date which is 14 days from the date of shipment, or prior to the date of use or resale of the product by the Purchaser, whichever date sooner occurs, and if the Purchaser shall notify the Company thereof immediately, the Company shall thereupon correct the defect or defects, by making available a repaired or replacement product.
- 2.3 Any recommendations or suggestion relating to the use of the goods made by the Company is given in good faith but it is for the Purchaser to satisfy itself of the suitability of the goods for its own particular purpose and it shall be deemed so to have done.
- 2.4 The liability of the Company (except as to title) arising out of the supplying of the said product or its use, whether by warranty, contract negligence or otherwise shall not in any case exceed the cost of repairing defects in the product or replacing the product as herein provided, and upon the expiration of the applicable warranty period specified herein, all such liability shall terminate but nothing herein contained shall be construed as an attempt to exclude or limit the liability of the Company in negligence for the death or injury to any person.
- 2.5 The foregoing shall constitute the sole and exclusive remedy of the Purchaser and the sole and exclusive liability of the Company. THE WARRANTIES STATED IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES (EXCEPT OF TITLE) WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED FOR MERCHANT ABILITY OR FITNESS FOR PURPOSE.

3.PATENTS

- 3.1 Where goods are made to the Purchaser's specification, instructions or design, the Purchaser undertakes full responsibility for the suitability and accuracy of the specification, instructions or design and undertakes to indemnify the Company against any infringement of any patent, registered design, trade mark, trade name or copyright and any loss, damage or expense which it may incur by reason of such infringement in any country.
- 3.2 The Purchaser shall not use the goods or any specifications or drawings for the purpose of designing or manufacturing identical goods without the Company's prior written consent and all patents, registered designs, copyright and other intellectual property rights in or in connections with the goods which the Company may have shall remain the property of the Company.

4.DELIVERY

- 4.1 Unless otherwise agreed in writing by the Company shall deliver the goods by the means most convenient to the Company to the address or addresses specified by the Purchaser or (in the event that the Purchaser fails to specify an address) to any address at which the Purchaser resides or carries on business and offloading shall be at the Purchaser's risk. If the Purchaser specifies transportation by any means other than those most convenient and customarily used by the Company, the Purchaser shall pay the transportation.
- 4.2 No claim for damage in transit, shortage of delivery or loss of goods will be entertained unless the Purchaser shall have given to the Company written notice of such damage, shortage or loss with reasonable particulars thereof within 3 days of receipt of the goods or (in case of total loss) on receipt of the invoice or other notification of despatch. The Company's liability, if any, shall be limited to replacing or (in its discretion) repairing such goods and it shall be a condition precedent of any such liability that the Purchaser shall if so requested have returned damaged goods to the Company within 14 days of such request. The purchaser shall not be entitled to make any claim against the Company for consequential loss arising out of such damage shortage or loss as aforesaid.
- 4.3 Should the Company be delayed in or prevented from making delivery of the goods due to war, Governmental or Parliamentary restrictions, strike, lock-outs, fire, floods, explosions, labour disturbances, trade disputes, damage to or destruction of the goods, breakdown of machinery, shortages of labour or raw materials or Act of God or due to any other cause whatsoever beyond the reasonable control of the Company the Company shall be at liberty to cancel or suspend the order placed by the Purchaser without incurring any liability for any loss or damage arising therefrom.
- 4.4 While the Company will endeavour to deliver the goods by any date or within any period agreed upon, such dates and periods are estimates only given in good faith and the Company will not be liable for any failure to deliver by such a date or within such a period. Moreover, the Company shall be entitled to defer delivery until any monies due from the Purchaser have been received.
- 4.5 Delivery may be made by instalments and each instalment shall be deemed to be sold under a separate contract and no failure or delay in delivery of any instalment nor any defect in the contents thereof shall entitle the Purchaser to treat the contract as repudiated with regard to any remaining instalments.

5.QUOTATIONS-PRICES

- 5.1 Any quotation used by the Company shall be valid for 30 days subject to the Company reserving the right to increase its prices to fairly represent any increase in the cost of raw materials used in the manufacture of the goods. Thereafter the Company reserves the right to vary or cancel its quotation.
- 5.2 Prices are those in effect at the time an order is accepted by the Company, except that if the Purchaser specifies delivery beyond 30 days from the date of the order, prices may be the prices in effect at the date of delivery.
- 5.3 Cancellation by the Purchaser will only be accepted at the discretion of the Company and in any case on condition that any costs or expenses incurred by the Company up to the date of cancellation and all loss or damage resulting to the Company by reason of such cancellation will be paid by the Purchaser to the Company forthwith. Acceptance of such cancellation will only be binding on the Company if in writing.

6.PAYMENTS

- 6.1 Each contract shall be considered a separate and independent transaction, and payment shall be made accordingly. If delivery is delayed by the Purchaser, payments shall become due on the date when the Company is prepared to make delivery. Products held for the Purchaser shall be at the risk and expense of the Purchaser.

6.2 Unless other terms are agreed in writing between the parties payment will be

Made to the Company not later than the end of the month following delivery. In the case of goods sold by instalment, each instalment shall be paid for separately and accordingly the provisions of this clause shall apply to each instalment.

6.3 Time for payment shall be the essence of the Contract and without prejudice to any other rights of the Company, interest may be payable on all overdue accounts at 4 per cent over Barclays Bank PLC base lending rate for the time being force.

7. TITLE/RISK

7.1 The property in the goods shall pass to the Purchaser on the happening of whichever of the following events shall last occur, namely payment in full of the whole purchase price of the goods and the payment in full of every other sum whatsoever which is due from the Purchaser to the Company whether under this contract or otherwise howsoever.

7.2 Until the happening of the last such event referred to in sub-paragraph 7.1 above the Purchaser shall keep the goods as bailee and store them in such a way that they are identifiable as the property of the Company and are separate from all other goods in the possession of the Purchaser.

7.3 The Purchaser shall be entitled to use or sell the goods in the normal course of the Purchaser's business before the happening of the last of the events mentioned in sub-paragraph 7.1 above but only on the condition that the Company shall retain title thereto and the proceeds of any such sale be held in trust for the Company.

7.4 At any time before the property in the goods shall have passed to the Purchaser in accordance herewith the Company may by notice in writing to the Purchaser determine the Purchaser's right to use or sell the goods and the Purchaser shall thereupon at its own cost return the goods to the Company and shall cease to be in possession of the goods with the consent of the Company. At any time after the giving of such notice the Company may enter upon any premises where the goods are or are reasonably believed to be and may remove the goods.

7.5 Notwithstanding the foregoing the goods are at the entire risk of the Purchaser from the time of delivery.

7.6 Nothing in this condition shall in any way limit or modify the Purchaser's obligation to pay for the goods in accordance with these conditions.

8. VARIATION IN QUANTITIES

8.1 For non-standard products and unless otherwise specified in writing variations of up to 10 per cent of the quantities, up to 50 units and 5 per cent of quantities above 50 units shall constitute compliance with the order and the agreed unit price will continue to apply.

9. Save as hereinbefore provided and subject to the provisions of Section 2(1) of the Unfair Contract Terms Act 1977 the Company shall not be liable to the Purchaser for any damage or for any direct or consequential loss incurred by the Customer in consequence of any negligence on the part of the Company or negligence or wilful default on the part of its servants or agents in or in connection with the supply of any goods or the design or manufacture thereof or in the carrying out of any work.

10. The attention of the Purchaser is drawn to the provisions of Section 6 of the Health and Safety at Work Etc. Act 1974. The Company will supply upon request copies of guidelines relating to the use of the goods to ensure that as far as is reasonably practicable they will, when put to that use, be safe and without risks to health. The Purchaser warrants that he will ensure that any person to whom he supplies the goods is made aware that such information is available from the Company. The Purchaser shall also ensure that the goods are used in accordance with guidelines supplied by the company and if the Purchaser fails to comply with such guidelines the Company shall be relieved of its liability (if any) to the Purchaser under the above Act or otherwise howsoever to the extent that such liability would not have arisen but for such failure and the Purchaser shall indemnify the Company against all claims by third parties and all penalties for which the Company may be liable howsoever to the extent that such liability would not have arisen but for such failure.

11. LAW AND JURISDICTION

The contract shall be governed and construed in all respects in accordance with the Laws of England and all disputes shall be subject only to the jurisdiction of the English Courts.

THESE CONDITIONS FOR THE SUPPLY OF GOODS SUPERSEDE ALL PREVIOUS CONDITIONS

WNT(UK) LTD
Sheffield Airport Business Park
Europa Link
Sheffield
S9 1XU