

WILLIAMS TRADE SUPPLIES LTD T/A WILLIAMS & CO
TERMS AND CONDITIONS OF SALE

1 INTERPRETATION

- 1.1 "Buyer" means the person whose order for the Goods is accepted by the Seller. "Goods" means the goods which the Seller is to supply in accordance with these Conditions. "Seller" means Williams Trade Supplies Limited (reg no. 1864711) whose registered office is at 7 Standard Way, Fareham Industrial Park, Fareham, Hampshire. "Conditions" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller. "Contract" means the contract for the purchase and sale of Goods.
- 1.2 Any reference in these Conditions to any provision of a statute should be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2 BASIS OF THE SALE

- 2.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with any oral or written order of the Buyer which is accepted by the Seller subject to these Conditions which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such order is made or purported to be made by the Buyer.
- 2.2 No variation to these Conditions shall be binding unless agreed in writing between the Buyer and the Seller.
- 2.3 The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in writing. In entering into the Contract the buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which is not so confirmed.
- 2.4 Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by the Seller is followed or acted upon entirely at the Buyer's own risk and, accordingly, the Seller shall not be liable for any such advice or recommendation which is not so confirmed.

3 ORDERS

- 3.1 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract according to the terms.
- 3.2 The quantity, quality and description of the Goods shall be those set out in the Buyer's order (if accepted by the Seller).
- 3.3 No order which has been accepted by the Seller may be cancelled by the Buyer except with the prior agreement of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit) costs, damages, charges incurred by the Seller as a result of cancellation.

4 PRICE

- 4.1 The price of Goods shall be the Seller's quoted price or where no price has been quoted (or a quoted price is no longer valid) the Seller's trade price current at the date of acceptance of the order. All prices quoted are valid for thirty days only or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer.
- 4.2 The Seller reserves the right by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller, any change in delivery dates, quantities requested by the Buyer or any delay caused by the instruction of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.
- 4.3 Except as otherwise stated under the terms of any quotation or in any price list of the Seller, and unless otherwise agreed in writing between the Buyer and the Seller, where the Seller agrees to deliver the Goods otherwise than at the Buyers premises, the Buyer shall, where requested by the Seller, pay the Seller's charges for transport, packaging and insurance.
- 4.4 The price is exclusive of any applicable Value Added Tax, which the Buyer shall be additionally liable to pay the Seller.

5 TERMS OF PAYMENT

- 5.1 Subject to any special terms agreed in writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection or as the case may be, the Seller has tendered delivery of the Goods.
- 5.2 The Buyer shall pay the price for the Goods on or before the last day of the month following the month in which the invoice is dated by the Seller, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only on request.
- 5.3 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:-
- (1) cancel the Contract or suspend any further deliveries to the Buyer.
- (2) appropriate any payment made by the Buyer to such Goods, or the Goods supplied under any other Contract between the Buyer and the Seller, as the Seller may think fit (notwithstanding any purported appropriation by the Buyer)
- (3) charge the Buyer interest (both before and after any judgement) on the amount unpaid at the rate of 8% per annum above the Bank of England base rate from time to time until the payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest)
- (4) charge to the Buyer cost incurred from collection procedures, court procedures or similar, connected with obtaining the outstanding debt.

6 DELIVERY

- 6.1 Delivery of the Goods shall be made by the Buyer 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 or, if some other place for delivery is agreed by the Seller, by the Seller delivering the Goods to that place.
- 6.2 Any dates quoted for the delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.
- 6.3 Where the Goods are to be delivered in 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.
- 6.4 If the Seller fails to deliver the Goods for any reason other than any cause beyond the Seller's reasonable control, or the Buyer's fault and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.
- 6.5 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then without prejudice to any other right or remedy available to the Seller, the Seller may:-
- (1) store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) for storage.
- (2) sell the Goods at the best price reasonably 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 the Contract.

7 RISK AND PROPERTY

- 7.1 Risk of damage to or loss of the Goods shall pass to the Buyer:-
- (1) in the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection.
- (2) in the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.
- 7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, title and property in the Goods, including full legal and beneficial ownership, shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full for all Goods delivered to the Buyer under this and all other Contracts between the Seller and the Buyer for which payment of the full price of the Goods thereunder has not been paid. Payment of the full price of the Goods shall include the amount of any interest or any other sum payable under the terms of this and all other Contracts between the Seller and the Buyer under which the Goods were delivered.
- 7.3 Until such time as the property in the Goods passes to the Buyer the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property. Until that time the Buyer shall be entitled to re-sell or use the Goods in the ordinary course of its business, but shall account to the Seller for the proceeds of sale or otherwise of the Goods whether tangible or intangible including insurance proceeds, and shall keep all such proceeds separate from any monies or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.
- 7.4 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been re-sold) the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.
- 7.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all monies owing by the Buyer to the Seller shall (without prejudice to any right or remedy of the Seller) forthwith become due and payable.

8 OUR LIABILITY TO YOU

- 8.1 In the event that the Goods supplied to the Buyer are defective, the Seller shall upon receiving notice of the same either and at its option replace the same, repair the same or refund the price paid by the Buyer. The Seller shall not be liable for any consequential loss or damage or for any business losses.

9 INSOLVENCY OF BUYER

- 9.1 This clause applies if:-
- (1) The Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or re-construction).
- (2) An incumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer.
- (3) The Buyer ceases, or threatens to cease to carry on business.
- (4) The Seller apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.
- 9.2 If 9.1 of this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

10 GENERAL

- 10.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to provision to the party giving the notice.
- 10.2 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 10.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby.
- 10.4 The Contract shall be governed by the laws of England.