

## **CONDITIONS OF SALE - WESTSELL LTD.**

1. **Definitions** - (a)Westsell means Westsell Limited;(b)Customer means the customer named on the order form;(c)Goods means the goods which Westsell is to supply in accordance with these conditions;(d)Writing includes: telex, cable, facsimile transmission and comparable means of communication.
2. **Basis of Sale** - (a)Westsell shall sell and the customer shall purchase the goods in accordance with this order subject to these conditions;(b)No variation to these conditions shall be binding unless agreed in Writing between the authorised representatives of Westsell and the Customer.
3. **Orders** - No order submitted by the customer shall be deemed to be accepted by Westsell unless and until confirmed in Writing by Westsell's authorised representative and the quantity, quality and description of and any specification for the goods shall be those set out in Westsell's quotation(if accepted by the Customer)or the Customer's order(if accepted by Westsell)
4. **Price of Goods** - (a)The price of the goods shall be Westsell's quoted price subject to sub-clause(b)below.All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer after which time they may be altered by Westsell without giving notice to the Customer;(b)Westsell reserves the right by giving notice to the Customer at any time before delivery to increase the price of the goods to reflect any increase in the cost to Westsell which is due to any factor beyond Westsell's control(such as,without limitation,foreign exchange fluctuation,currency regulation,alteration of duties or taxes);(c)The price is exclusive of any value added tax which the Customer shall be additionally liable to pay to Westsell.
5. **Terms of payment** - (a)The Customer shall pay the price of the goods within 30 days of the date of Westsell's invoice unless otherwise agreed in writing;(b)If the Customer fails to make payment on the due date then without prejudice to any other right or remedy available to Westsell,Westsell shall be entitled to:(i)cancel the contract or suspend any further deliveries to the Customer(ii)appropriate any payment made by the Buyer to such of the goods as Westsell may think fit and(iii)charge the Customer interest(both before and after any judgement)on the amount unpaid at the rate of 5% above Barclays Bank base rate from time to time until payment is made in full(iv)charge the Customer for any additional cost of providing the goods to the Customer which is due to any factor beyond Westsell's control(such as,without limitation foreign exchange fluctuation,currency regulation,alteration of duties or taxes).
6. **Delivery** - (a)Any dates quoted for delivery of the Goods are to be treated as estimates only and Westsell shall not be liable for any loss,injury,damage or expenses arising from delay in delivery of the Goods howsoever caused;(b)If Westsell is prevented from delivering the Goods as a result of any cause beyond the control of Westsell, Westsell shall be at liberty to cancel or suspend the order without incurring any liability for loss or damage arising therefrom;(c)If Westsell fails to deliver the Goods for any reason other than any cause beyond Westsell's reasonable control or the Buyer's fault and Westsell is accordingly liable to the Customer,Westsell's liability shall be limited to the excess(if any) of the cost to the Customer(in the cheapest available market)of similar goods to replace those not delivered over the price of the goods;(d)If the Customer fails to take delivery of the Goods or fails to give Westsell adequate delivery instructions at the time stated for delivery,then without prejudice to any other remedy Westsell may:(i)store the goods until actual delivery and charge the Customer all reasonable costs of storage(ii)sell the goods at the best price readily obtainable and charge the Customer for any shortfall below the contract price(e)Westsell shall not be liable for any damage discrepancy or shortage in the goods unless the Customer notifies Westsell within 48 hours of the time of delivery.
7. **Title & Risk** - Unless otherwise agreed in writing between the parties prior to delivery: (a) The property in the goods shall not be transferred to the Customer until the full price has been paid to Westsell; (b) The risk of loss of or damage to the Goods shall pass to the Customer on the date the Goods are delivered to the Customer.
8. **Export** - (a)Where the goods are supplied for export from the U.K.the Customer shall be responsible for complying with any legislation or regulations governing the importation of the goods into the country of destination and for the payment of any duties thereon;(b)Unless otherwise agreed in writing between the Customer and Westsell, the goods shall be delivered f.o.b.the air or seaport of shipment and Westsell shall be under no obligation to give notice under Section 32(3)of the Sale of Goods Act 1979.
9. **Liability for consequential loss** - Westsell shall not be responsible for damage, injury or loss of any kind whatsoever to any property or persons whether of the Customer or of any third party caused by or arising from or attributable directly or indirectly to use of the goods supplied and whether or not occasioned by reason of the negligence of Westsell its servants or agents.
10. **Suitability** - No warranty is given as to suitability of goods supplied by Westsell and the Customer must satisfy himself as to the total suitability of goods delivered before use. **IMPORTANT:** the selection of appropriate Personal Protective Equipment (PPE) is the responsibility of the end-user and must be made following a thorough hazard assessment of the work tasks and the environment.
11. **Production over or under runs** - where goods are manufactured especially for a customer to the customer's specification a 10% production tolerance either over or under the quantity ordered by the customer will apply.
12. **Any goods held for call-off** by a customer will be held for a maximum of 3 months from date of customer order unless otherwise agreed in writing. After this period all goods will be invoiced and delivered in full after giving 24 hours notice to the customer.
13. **Law** -These conditions shall be construed in accordance with and governed by English Law.

**Errors and omissions excepted.**