Washroom Efficiency Services Ltd
Also T/A Wes Products
Unit 2 Aspen Way
Yalberton Industrial Estate
Paignton
Devon
TQ4 7QR
Tel: +44 (0) 1803 521415

Terms and Conditions of Sale

1. **General and Definitions**

"Buyer" means the person who buys or agrees to buy the Goods from the Seller;
"Conditions" means these terms and conditions of sale set out in this document and any special terms and conditions as agreed in writing by the Seller;
"Delivery Date" means the date specified by the Seller when the Goods are to be delivered;
"Goods" means the articles which the Buyer agrees to buy from the Seller;
"Price" means the price for the Goods excluding carriage, packaging, insurance and VAT and
"Seller" means Washroom Efficiency Services Ltd registered office address
Worthy House 14 Winchester Road Basingstoke Hampshire RG21 8UQ (Company number 07945719)

These conditions shall form the basis of the contract between the seller and the buyer in relation to the sale of Goods, to the exclusion of all other terms and conditions including the buyer's standard conditions of purchase or any other condition which the buyer may purport to apply under any purchase order or confirmation of order or any other similar document.
All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these conditions.
Acceptance of delivery of Goods shall be deemed to be conclusive evidence of the Buyer's acceptance of these conditions.
Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

2. **Prices**

The Price shall be the Sellers quoted Price and is exclusive of VAT which shall be due at the rate ruling on the date of the Sellers invoice.
Any quotation is offered subject to prior sale and shall be calculated against full quantities and/or as a package. Subject to this all orders are accepted for execution at prices current at the date of despatch. The Seller reserves the right to increase the price of the Goods agreed to be sold in proportion to any increase of costs to the Seller between the date of acceptance of the order and the date of delivery (including but not by way of limitation those relating to exchange rates, labour, materials, transport and taxes) or where the increase is due to any act or default of the purchaser, including the cancellation by the purchaser of part of any order. Packing, delivery and insurance are charged extra. No discounts shall apply unless previously agreed by us in writing.

3. **Payment**

Payment of the Price and VAT shall be due within 30 days of the date of the Invoice.
Where a credit account has been established with us, payment must be made for each instalment of Goods delivered in accordance with the payment terms stated on the respective invoice (whether Goods delivered are the whole or only part of the Goods ordered). We reserve the right at our complete discretion to refuse to establish a credit account for any Buyer, to refuse credit to any Buyer notwithstanding that a credit account may already have been established and to withdraw established credit account facilities. Interest on overdue invoices shall accrue from the date when payment becomes due calculated on a daily basis until the date of payment at the rate of 8% per annum above the Bank of England base rate from time to time in force. Such interest shall accrue after as well as before any judgment. The Buyer shall pay all accounts in full and not exercise any rights of set-off or counter-claim against invoices submitted by the seller. Notwithstanding any statement to the contrary to the Buyer, we shall be entitled to our absolute discretion to appropriate any payment received by us from the Buyer to or towards any indebtedness of the Buyer with us, whether under this or any other contract.

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4. Re-scheduling of orders

Where an order includes a delivery date or dates, these may be re-scheduled only with our specific written agreement, and in any event we will require not less than three months prior written notice of any required re-scheduling. Any stockholding costs incurred as a result of any re-scheduling will be payable to us by the Buyer.

5. Cancellation

In the event of the cancellation of any order we reserve the right without prejudice to charge up to 100% of the order value of the items cancelled.

6. Warranties and Liabilities

The Seller warrants that the Goods supplied will at the time of delivery correspond to the description given by the Seller. All other warranties, conditions or terms relating to fitness for purpose , quality or condition of the Goods, whether express or implied by statute or common law or otherwise are excluded to the fullest extent permitted by law.

7. Delivery

Delivery of the Goods shall be made to the buyer's address on the Delivery Date. The Goods maybe delivered in advance of the Delivery Date upon the Seller giving reasonable notice to the Buyer. The Buyer shall make all arrangements to take delivery of the Goods whenever they are tendered for delivery.
Any time or date quoted by us for delivery is given and intended as an estimate only. Whilst every endeavour will be made to meet an estimated time for delivery, we shall not be liable to make good any damage or loss whether arising directly or indirectly out of delay in delivery. We reserve the right to deliver by instalments against any order. Non-delivery must be reported immediately in writing to us within 3 days of the date despatch. Where we tender delivery in accordance with the contract and the Buyer, either refuses to accept delivery at that time or subsequently returns the goods without good cause, he shall be deemed to be in breach of the contract and we shall be entitled to treat the order or any relevant part of it as cancelled by the Buyer (without prejudice to any other rights we may have). All product collected by the customers designated carrier shall be deemed to have been delivered to the customer and to be the liability of the customer at the point of collection.

8. Ownership

Until the Buyer makes payment in full for the goods he shall at all times keep them in his possession and control and shall not remove them without our consent and will not sell or otherwise dispose of or deal with goods. Legal and equitable ownership of the goods shall remain with us, notwithstanding delivery thereof to the Buyer, until such time as the full price thereof (and any other monies payable hereunder) has been paid by the Buyer to us. Until such time, the Buyer shall have possession of the goods as Bailee. We will permit the Buyer to sell the goods on in the ordinary course of his business (either separately or as part of constructed products), but in that event the proceeds of sale thereof will be held by the Buyer as our Trustee to the extent of the Buyer's indebtedness to us. Pending any such sale, the Buyer will be obliged to keep the goods separate from his own goods until the property therein passes to the Buyer or until the same are sold on to a third party.

9. Passing of risk

Notwithstanding that title of ownership and risk shall pass on the delivery of the goods to the Buyer.

10. Default

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If the Buyer makes default in any payment on the due date or is otherwise in breach of any of these terms, or if (being an individual) he commits an act of bankruptcy or has a receiving order made against him(being a Company) enters into liquidation (whether compulsory or voluntary) or has a receiver or manager appointed of the whole or any part of its business or undertaking or if distress or execution is levied or threatened upon any of the Buyer's property, then in any such case (and without prejudice to any other rights we may have):-
i) We shall be entitled to repossess, and re-sell Goods delivered to the Buyer and not paid for in full and for that purpose to enter upon the property in which they are situated.
ii) We shall be entitled to suspend all further deliveries to the Buyer until the default is made good or to refuse to deliver any further Goods to the Buyer and to re-sell any further Goods ordered by the Buyer whether they are the balance of any order or the whole part of a further order.
iii) The Buyer shall in any event be liable to make good to us our loss or profit on all such Goods and all costs and expenses of repossession, storage, insurance and sale and to pay to us interest as provided above until actual payment.

11. Defective Goods

a) If any Goods are or become faulty of defective by reason only of defective materials or faulty workmanship we will (at our Option) either refund the price of the Goods or replace or repair such Goods provided 1) The Buyer has notified us in writing with full particularity and where possible independent test evidence within 30 days of delivery and 2) The Buyer has returned the faulty or defective Goods to us within 90 days of delivery.
b) The liability of above is to the full extent the law allows in place of any other conditions or warranties whether express or implied as to the quality and fitness for purpose of the Goods and
c) Save as provided above and in clause 18 we shall have no liability to the Buyer or any third party in respect of faulty or defective Goods.
d) All products are subject to their manufacturer's warranty save where you have been notified to the contrary and should be subject to a batch check before use or installation onto equipment.

12. Use of Goods

The Buyer is exclusively responsible for detailing the specification of all Goods ordered from us, for ascertaining the use to which they will be put, and for determining their ability to function for that purpose. Accordingly (and without limiting the generality of the previous condition) we have no liability arising out of any advice given to us by the Buyer relating to its requirements in respect of any Goods.

13. Intellectual Property

a) The buyer will indemnify us against all liabilities for infringement of third party intellectual property rights arising from our compliance with the Buyer's specific requirements regarding design or specification for the Goods or arising from the use of Goods in combination with other products.
b) Except as aforementioned, we agree to defend any action or proceedings brought against the Buyer insofar as the same are based on a claim that any Goods supplied hereunder infringe any United Kingdom intellectual property rights, provided we are notified immediately and in writing of such claim and are given all such authority information and assistance as is necessary for proper defence at the time. Furthermore we will indemnify the Buyer against all damage and costs awarded against the Buyer in respect of any such claim provided that the same does not arise solely by reason of the use of Goods in conjunction with other products or elements. In the event that all Goods or the use thereof (subject as aforesaid) are held to constitute an infringement of any United Kingdom intellectual property rights and the use is thereby prevented, we will at our own expense and at our option either procure for the Buyer or replace the same with a non-infringing product, or modify the Goods so that they become non-infringing, or retake possession of the Goods and refund the purchase price therefore. Subject to the foregoing, we shall be under no liability to the Buyer for any loss,

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damage or injury, whether direct or indirect, resulting from any intellectual property right infringement by the Goods.

14. Lien

In the event of the Buyer's insolvency we shall be entitled (in addition to any lien arising by law) to a general lien on all Buyer's Goods in or possession (although the same or some of them have been paid for) for any monies due in respect of such Goods or in respect of any general or particular balance or other money due from the Buyer to us, whether under the same or any other order.

15. Liability

a) Subject to Paragraph D of this condition we shall not be liable to the Buyer for any indirect or consequential loss or damage of any kind however arising.
b) In any event subject to paragraph d of this condition our total liability shall not exceed the contract price stated on our invoice.
c) Irrespective of any claim against us all sums due to us from the Buyer will remain due and owing and the Buyer shall have no right to offset against sums due to us.
d) Paragraphs a to c inclusive of this condition shall not apply to loss or damage arising out of or in connection with death or personal injury or loss or damage for which liability cannot be limited or excluded by law; or
e) This condition shall survive the Contract.

16. Force Majeure

We shall be relieved of all liability for obligations incurred to the Buyer whenever, and to extent of which the fulfilment of such obligation is prevented, frustrated or impeded in consequence of any statute, rules, regulations, orders or requisitions issued by any government department, council other duly constituted authority or by reason of any strikes, combination of workmen, lockouts, breakdown of plant, accident, civil commotion, war, force majeure or any other cause beyond our control.

17. Law

These conditions and the contract and all matters pertaining thereto shall be governed by English law, and the English courts shall have jurisdiction in relation thereto.