



WP Transmission Service & Parts

CONDITIONS OF SALE

1. DEFINITIONS

"The Company" WP Transmission Service and Parts.

"The Customer" the person, firm, or corporate body to whom any quotation is addressed or by whom any order is placed.

"The Contract" the contract comprises of the Company's Quotation, the Customer's Acknowledgement of Order together with the Conditions of Sale.

2. GENERAL:

All quotations given and all contracts made by the Company are subject to the terms and conditions set out below. Variations from these conditions will not be accepted unless agreed in writing by the Company.

3. ACCEPTANCE:

All orders placed with the Company require the Company's acceptance in writing before any contract arises.

4. PRICES:

The Company reserves the right to invoice goods at prices ruling at the date of despatch.

5. TERMS OF PAYMENT:

- (a) Unless otherwise agreed, Payment for goods shall be 30 days net unless otherwise stated.
- (b) The Company shall be entitled to interest at 3% over the time to time prevailing Natwest Bank Base Rate, on any overdue payment. The Company shall also have the right to withhold further delivery.

6. Limits of Contract:

- (a) The Contract includes only such goods and work as specified therein.
- (b) The Company reserves the right to sub-contract the Company's performance of the contract, either in whole or part, unless specifically agreed in writing between the Customer and the Company.
 - (c) No document, correspondence or statement shall be part of the contract, unless Specifically referred to in any order acknowledgement. The Company reserves the right to introduce modifications which do not adversely affect the dimensions, performance, or price of the goods. Any other modifications will be introduced after consultation with the Customer.

7. VARIATIONS:

- (a) In the event of any variation to the specification of the goods, variation or additions to or suspension of work, or the Customer's requirements resulting from the Customer's instructions, or lack of instructions, the contract price shall be adjusted, as the Company in its absolute discretion considers appropriate.
- (b) In the event of suspension of work by the Customer or lack of instruction then, subject to agreement between us to the contrary, payment for that proportion of the contract then completed shall become immediately due and payable.
- (c) The Company shall be entitled to determine any contract forthwith, and payment for that portion of the work then carried out shall become immediately due and payable if the Customer commits any breach thereof:

Becomes insolvent or enters into a composition with, or for the benefit of his creditors, or being a corporate body appoints a receiver, administrator, administrative receiver, or goes into liquidation.

8. INSPECTION AND TESTS:

The Company's goods are carefully inspected and where applicable, submitted to standard tests before despatch. If the Customer requires tests other than those specified in our quotation, such tests will be carried out at the Customer's expense and at a place and time convenient to the Company.

9. LIABILITY FOR DELAY:

Any times quoted for delivery are to date from receipt by the Company of the Customer's written order to proceed, or from receipt by the Company, if later, of all necessary information and drawings to enable the Company to put the work in hand. The time for despatch or delivery shall be extended by such period of delay as is caused by instructions, or lack of instructions, from the Customer, or by industrial dispute, or by cause beyond our reasonable control.

10. DELIVERY:

Delivery shall take place when goods are despatched by the Company, or when the goods are collected by the Customer or his agent. Unless otherwise specified in our quotation the price quoted excludes delivery charges, value added or sales tax, the cost of containers and packing, import or other duties levied by the authorities of any country to or through which the goods are despatched. The customer will reimburse any such additional expenditure incurred by the Company. The customer will be credited with the cost of reusable packing materials, delivered to our works in good condition at the Customer's expense, within one month from date of receipt.

11. LOSSES OR DAMAGE IN TRANSIT:

Claim for damage to the goods in transit, or shortages on arrival at the address to which goods are consigned, must be notified in writing to the carrier, with a copy to the Company, within three days of arrival. Claims for non-delivery of a full consignment must be made within 14 days of receipt of the Company's invoice. The Company will not be liable for any loss or consequential loss arising from such damage or shortage, but will afford assistance to the Customer in any attempt to obtain redress from the carrier or his agent.

12. DEFECTS AFTER DESPATCH:

(a) The Company will make good by repair or, at the Company's option, by replacement, all defective goods or parts thereof which, under proper use, appear in the goods and which the Company have received notification within a period of twelve months after the goods have been despatched, and arise solely from faulty design (other than a design made, finished or specified by the Customer which the Company have disclaimed responsibility in writing), materials or workmanship. At the expiry of this period the Company shall have no further liability to the Customer.

(b) The defective part or parts shall at the Company's option be promptly returned by the Customer free to our works unless otherwise arranged. Repaired or replacement parts will be delivered at the Company's expense to the original place of delivery.

(c) In the case of goods or parts thereof replaced, the original shall become the Company's property without payment.

(d) No obligation shall attach to the Company for goods exhibiting undue wear Before the expiration of the above period, caused by improper or careless use. In the event that any person, not an authorised employee of the Company has attempted to modify or repair any goods, which it is alleged, were defective on delivery, the Company shall have no liability to repair or replace such goods.

(e) The Company's liability under this clause shall be limited to the repair or replacement of defective parts and, unless otherwise agreed, the Company shall be under no liability for the fitting or installation thereof for any service or other charges in connection therewith.

(f) In respect of goods not of the Company's manufacture, the Customer shall be Entitled only to such benefits as the Company may receive under guarantee or warranty given to the Company by the manufacturers.

(g) The Company's liability under this clause shall be in lieu of any warranty or condition implied by law as to the merchantable quality or fitness for purpose.

(h) All disputed invoices must be advised in writing to the Company Owner within 14 days of invoice date.

(i) All Service work carried out by the Company is covered by a warranty time set on the Customer invoice to a Maximum of 12 months if not stated. Warranty covers the replacement of parts and labour to fix the issue if deemed to be the Company's fault No hire of machine or external labour is covered by the Company, only the parts and labour carried out by the Company is covered under warranty.

13. RETENTION OF TITLE:

(a) Title to the goods shall remain in the Company until such time as the Customer has paid all sums due to the Company under this Contract and the Customer will until such time store and maintain the goods separately and in a readily identifiable manner.

(b) Notwithstanding sub-clause (a), the Customer shall be entitled to use the Goods in the ordinary course of its business provided that (until the time set out in sub-clause (a) the Customer shall account to the Company in respect of the proceeds of sale of the Goods.

(c) The power of sale and use given by sub-clause (b):

a. May be terminated (by the service of notice to that effect by the Company) if at any time prior to the time set out in sub-clause (a) the Customer goes or threatens to go into liquidation or receivership and

b. Shall be terminated automatically if the Company terminates the Contract.

(d) The Customer hereby grants to the Company an irrevocable licence to enter on the Customer's land for the purpose of repossessing any Goods in respect of which the Customer's power of sale and use has been terminated.

(e) Notwithstanding any provisions of this clause 13 the Company may maintain an action for the price to be paid by the Customer if that price is not paid on the due date for payment hereunder.

(f) The provisions of this Clause shall continue to apply notwithstanding any termination of this contract

14. PROFORMA INVOICES AND QUOTATIONS

Once the customer has signed their agreement on either of the above documents issued by the company, then a contract is deemed to arise.

15. SERVICE EXCHANGE

Should the service exchange core unit not be returned within the 30 days, the company reserves the right to claim the surcharge amount. Furthermore, should the core unit be so damaged that refurbishment is not possible then the company reserves the right to claim the surcharge amount or a fraction there of.

16. PARTS RETURNS

In the event of a customer parts return, the company will accept the return for credit at the Director's discretion. Parts acquired especially for the customer's order will either be subject to a handling charge or will be non-refundable. Parts returned will only be accepted within a period of 30 days from date of invoice.

REFURBISHMENT CLAUSE

This invoice represents a portion of the surcharge required to replace a major component essential in refurbishment