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## Terms and Conditions of Trading

In these conditions "Seller" refers to Walker Electronics Limited and "Buyer" refers to the individual firm or company to whom a quotation is addressed or whose Purchase Order the Seller accepts. These conditions shall apply in respect of all Contracts ("Contract") between the Seller and Buyer for the purchase of goods or services from the Seller. No other conditions are incorporated or implied into any Contract between the Buyer and the Seller unless expressly accepted in writing by the Seller.

All references to prices, goods and services contained in these conditions shall be taken to mean the prices, goods and services detailed in the relevant order form or verbal instruction issued by the Buyer ("Purchase Order") and subsequently amended or accepted by the seller.

### 1. Application of Conditions

All quotations, offers and tenders are made subject to the following conditions. Except as otherwise provided in these conditions, all other terms, conditions, representations or warranties are excluded from any Contract between the Seller and the Buyer unless expressly accepted in writing by the Seller.

### 2. Delivery

Time for delivery of the goods and completion of any service is given as accurately as possible but is not guaranteed. Except where otherwise agreed, the Seller shall deliver to the Buyers premises stated in the Buyers order. In the event that the Seller is unable to deliver the goods at the agreed time, it shall use its reasonable endeavors to notify the Buyer of the delay. Upon notice by the Seller, the Buyer agrees to negotiate in good faith with the Seller to agree a new delivery date. In the event that the goods cannot be delivered, or the parties cannot agree a new delivery date, the Buyer may cancel the contract and seek alternative goods at its own cost and risk.

Failure by the Buyer to take delivery of any one or more installments of goods delivered in accordance with the Contract shall entitle the Seller to terminate the Contract either in whole or part.

No liability can be accepted for damage in transit unless the Buyer notifies the Seller within 3 days of receipt of the goods, and confirms by notification in writing within 7 days of receipt of the goods. Where the Seller is notified of the damage to the goods in accordance with this provision, the Seller shall repair or replace the goods at its sole option.

Any refusal of a delivery by the buyer may be subject to an additional carriage charge. Risk of loss or damage of goods passes to the buyer at time of delivery.

### 3. Price and Payment

Subject to condition 3(b), the price for the services or each delivery of goods will be as detailed in the relevant Purchase Order, as amended by any relevant Acknowledgement of Order, as amended in accordance with condition 3(b) or, if no pricing information is contained therein, will be in accordance with the Seller's price list in force from time to time. In the event of a conflict any price revision in accordance with condition 3(b) shall prevail, or if the price has not been revised, the price in the Acknowledgement of Order shall prevail and, if no price information is contained therein, the price on the seller's standard Price List shall prevail.

The Seller shall be entitled to increase the price of the goods every six months after the date of the Acknowledgement of Order for any reason or more frequently if the Seller (in its sole discretion) considers the same to be justified by reason of any material increase in the prices of raw materials used by the Seller or other overhead costs incurred by the Seller in the supply of the goods. The Seller shall provide the Buyer with 21 days advance notice of any price increase. The Buyer shall be entitled to cancel its order by providing written notice to the Seller, only if the goods or services provided under that relevant Purchase Order are provided by the Seller out of the Seller's normal stock offering and do not form part of a particular stocking arrangement, such notice to be given within 7 days of the Buyer receiving notice of the price increase. If the Seller does not receive written notice of cancellation within 7 days then the Contract will continue in force.

All prices (which unless otherwise specifically stated are exclusive of VAT and any other applicable taxes, including hydrocarbon oil duty, where applicable, and do not include delivery or package charges) are net and are not subject to any discount. Unless the Seller specifies an earlier date, payment is due and shall be made within 30 days of delivery of the goods or services.

At the Seller's complete discretion, it may charge interest at: the rate of 5% per annum above Lloyds TSB plc base rate from time to time in force; or In the alternative the Seller may claim interest at its discretion under the Late Payment of Commercial Debts (Interest) Act 1998. The sum shall be payable daily and compounded quarterly and shall be chargeable on the entire sum outstanding where payment is not made in accordance with condition 3(c).

Where the Buyer defaults in payment, the Seller shall be entitled to suspend any further deliveries and the performance of services under the Contract and under any other Contract between the Seller and the Buyer.

The seller may also claim any additional costs incurred in collection of an overdue debt such as court fees.

Where goods are delivered by installments or the services performed in stages the Seller may invoice each installment or stage separately and the Buyer shall pay such invoice in accordance with these conditions.

The Seller has the right to issue a supplementary invoice in respect of any increase in tax or duty between the date of dispatch and the date of delivery for which the Seller may be liable to the appropriate authorities.

No disputes arising under the Contract or delays (other than delays acknowledged by the Seller in writing) shall interfere with prompt payment by the Buyer.

There is a minimum invoice charge of £15.00 (15 GBP) plus carriage plus Value Added Tax at the current rate.

#### 4. Credit

The Seller reserves the right, at any time, to withhold credit facilities from or to limit the amount or period of credit it will grant to Buyer.

#### 5. Guarantee

Except as otherwise provided in these conditions, section 12 of the Sale of Goods Act 1979 is implied into the Contract and all other warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

The goods supplied by the Seller shall be in accordance with the specification supplied by the Seller (if any) and shall be of satisfactory quality but are not tested or sold as fit for any particular purpose unless specifically agreed in writing by the Seller, stated in any of the Sellers Sales Literature or detailed within the Sellers Web Content. The services shall also conform to the specification supplied by the Seller (if any) and be carried out with all reasonable care and skill.

If the condition of the goods or services is such as might or would (subject to these conditions) entitle the Buyer to claim damages, to repudiate the Contract or to reject the goods or services the Buyer must first ask the Seller to repair the goods or supply satisfactory substitute goods or services and the Seller shall then be entitled at its option to repair or supply satisfactory substitute goods or services free of cost and within a reasonable time or to repay the price of the goods or services in respect of which the complaint is made.

If the Seller does so repair or supply satisfactory substitute goods or services or effect repayment under condition 6 (c), the Buyer shall be bound to accept such repaired or substituted goods or services or repayment and the Seller shall be under no further liability in respect of any loss or damage of whatever nature arising in relation to those goods or services.

In addition, the Buyer agrees to comply with all of its obligations under the REACH Regulations In particular, but without limitation, the Buyer shall provide, on a timely basis, to Walker Electronics Limited all relevant new information on hazardous properties of the products. The buyer shall comply with any safety information on the products supplied to it and ensure that their customers are provided with all the information required to use their products safely.

Goods returned to the Company under the warranty/guarantee MUST be suitably packaged. The Company accepts no responsibility for goods damaged, whether the Company or the buyer arranges return carriage. The Company reserves the right to charge for repairing damage in transit. If the Seller agrees to collect any goods from the Buyer, the Seller or the Sellers collection agent does not accept liability for subsequent loss or damage in transit. The seller also reserves the right to charge the Buyer for this service.

Any costs incurred in relation to goods returned, whether in or out of warranty must be paid by the Buyer. Any refund of these costs incurred is entirely at the discretion of the Seller

## 6. Liability

Nothing contained in these Conditions shall limit or restrict the Seller's liability for death or personal injury caused as a result of the Seller's negligence, nor does the Seller limit or restrict its liability for fraudulent misrepresentation under the Misrepresentation Act 1967.

The Seller or the Seller's manufacturers or suppliers provide written instructions and/or advice to the Buyer for the safe use of the Seller's goods and containers (such as boxes, jerry cans, containers etc). The Seller accepts no liability whatever for any losses, costs or other claims caused where the Buyer uses its own containers or caused as a result of the Buyer's failure to use the Seller's goods, containers or other packaging in accordance with the written safety instructions and/or advice.

Where the Seller delivers the goods to the Buyer, the Seller ensures that all packaging in the form of boxes, containers etc are suitable to protect the goods from damage during delivery. The Seller can accept no liability for any loss or damage caused where such packaging is used for the further transportation of the goods or other unconnected goods and the Buyer must satisfy himself that the goods are safely packaged for such onward transportation.

Where the Buyer collects the goods from the Seller, although the Seller may inspect any collection vehicle used by the Buyer, the Seller shall not be responsible for any loss or damage caused or claims made to the Buyer as a result of the unsuitability or inappropriateness of the vehicle in any respect whatsoever.

Unless the Seller has specifically confirmed to the Buyer that the goods are suitable to be mixed with any other goods, the Seller accepts no liability for admixture of the goods with any other goods and it shall be the Buyer's sole and entire responsibility to ensure that the products concerned and the containers to be used are entirely suitable for such admixture and/or for transfer of such.

The Seller's maximum aggregate liability under or in connection with the Contract, whether in contract, tort (including negligence) or otherwise, will in no circumstances exceed the price of the goods or services under the Contract.

In no circumstances shall the Seller be liable in contract, tort (including negligence or breach of statutory duty) or otherwise for any loss (whether direct or indirect) of profits, goodwill or business opportunity or for any indirect, special or consequential loss (whether or not reasonably foreseeable and even if the Seller had been advised of the possibility of the Buyer incurring the same) which arises out of or in connection with the Contract.

## 7. Trade Marks etc

All trade marks, registered or unregistered design rights, copyrights, confidential information such as colour schemes, know-how and other intellectual property rights of any nature (Intellectual Property) in all goods or services supplied by the Seller are owned by the Seller and/or its suppliers. The Seller reserves the right at any time to require Buyer forthwith to discontinue the use in any manner whatsoever any such trade marks or other Intellectual Property.

## **8. Risk**

The risk in the goods shall remain with the Seller until delivery by the Seller or collection of the goods by the Buyer or payment for the goods by the Buyer, whichever is the earlier, at which time the risk in the goods shall be transferred to the Buyer.

## **9. Reservation of Title**

Title to the goods shall only pass to the Buyer if the Buyer has paid to the Seller all sums (including any default interest) due from it to the Seller under this Contract and under all other contracts between the Seller and the Buyer (including any sums due under contracts made after this Contract) whether or not the same are immediately payable.

The Seller may recover goods in respect of which title has not passed to the Buyer at any time and the Buyer irrevocably licenses the Seller, its officers, employees and agents to enter upon any premises of the Buyer, with or without vehicles, for the purpose either of satisfying itself that Condition 9 (c) below is being complied with by the Buyer or of recovering any goods in respect of which title has not passed to the Buyer.

Until title to the goods has passed to the Buyer under these conditions it shall possess the goods as fiduciary agent and bailee of the Seller. The Buyer shall store the goods separately from other goods and shall ensure that they are clearly identifiable as belonging to the Seller. During such time as the Buyer possesses the goods with the Seller's consent, the Buyer may in the normal course of business sell or hire the goods as principal but without committing the Seller to any liability to the person dealing with the Buyer.

Each paragraph or sub-paragraph of this condition is separate, severable and distinct.

## **10. Ex Stock Goods**

Ex-stock goods are offered subject to the same not having been sold elsewhere prior to receipt of unqualified acceptance of the Sellers quotation.

## **11. Variations**

No variation to any Contract shall have effect unless signed in writing on behalf of the Seller by an Officer of the Seller.

## **12. Assignment**

The Contract is between the Seller and the Buyer as principal and is not assignable without the consent of the Seller.

### **13. Termination**

The Seller shall be entitled forthwith to terminate any Contract between it and the Buyer by written notice if the Buyer fails to pay any invoice in accordance with these conditions, where the control of the Buyer changes during the period of the Contract or where the Buyer commits any continuing or material breach of these conditions of sale or makes any composition with its creditors or suffers any distress or execution to be levied upon its assets or is wound up either compulsorily or voluntarily or suffers a receiver of any of its assets to be appointed or otherwise ceases or threatens to cease to carry on business.

### **14. Force Majeure**

The Seller shall have the right to cancel or delay performance of the services or deliveries of the goods if it is prevented from or hindered in or delayed in manufacturing or delivering the goods or services or any part thereof through any circumstances beyond its reasonable control, including but not limited to war, riot, government requisitions of any kind, suspension or loss of means of transport, strikes, lock outs, labour disputes, fire, explosion, flood, accident, failure of any third party to supply the Seller, breakdown of machinery or anything directly or indirectly interfering with the goods or services (including but not limited to the price or supply of raw materials, services or any other goods relating to the contract) or the manufacture, supply, shipment, arrival or delivery of the goods. During any such period of cancellation, the Buyer shall have the right to purchase elsewhere at his own risk and cost such quantities of the goods or services as may be necessary.

### **15. Jurisdiction**

The Contract shall be governed and interpreted according to the laws of England and shall be subject to the jurisdiction of the English Courts.

### **16. Rights of Third Parties**

A person who is not a party to the Contract has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

### **17. Severability**

If any of these terms, conditions, clauses or sub-clauses are found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of these terms and conditions, which will remain in full force and effect.