

# CONDITIONS OF SALE

1. In these conditions "the Seller or Sellers" shall mean WAIVIS Ltd and "the Buyers" the Buyers whose name appears overleaf. "The Goods" shall mean the goods described overleaf and "the Price" shall mean the total price payable by the Buyers for the goods including Value Added Tax or any similar or replacement tax where applicable "The Equipment" and "Drawings" shall have the meaning set out in clause 6(e).
2.
  - a) Any estimate or quotation given by the Seller is an invitation to treat only and is valid for a period of 30 days only (unless previously withdrawn by the Seller).
  - b) All goods are supplied by the Seller to the Buyers solely on these conditions which contain the entire obligations between the Seller and the Buyers to the exclusion of any other terms and conditions subject to which any quotation is placed or purported to be accepted or placed by the Buyers.
  - c) No variation of these conditions shall be binding unless agreed in writing between the authorised representatives of the Buyers and Seller.
  - d) No conditions submitted or referred to by the Buyers when accepting this offer or incorporated in any of the Buyers acceptance forms or standard terms and conditions of purchase or elsewhere shall form a part of the Contract unless otherwise agreed to in writing by the Seller and to the extent that any conditions submitted or referred to by the Buyers would otherwise form part of the Contract than the same shall be deemed to be waived.
  - e) Any typographical, clerical or other error or omission or any inconsistency in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.
3.
  - a) The Goods are supplied at the Sellers Price ruling at the date of delivery. If between the date of the Contract and the date of delivery the Sellers Price of the Goods is increased, the Seller shall notify the Buyers and the Buyers may by written notice to the Seller within seven days of despatch of the Sellers notice cancel the Contract. In the event of such cancellation, the Seller shall repay any deposit to the Buyers, but shall be under no further liability to the Buyers whatsoever. If the Buyers do not so notify the Seller, the Contract will remain in force and the Buyers shall be liable to pay the Seller the increased Price notified by the Seller.
  - b) Notwithstanding anything in (a) when Goods are sold on c.i.f. terms, any increase in the rate of freight or any other expenses of carriage or of insurance between the date of the Contract and the date of despatch of the Goods shall be paid by the Buyers without any right of cancellation.
4.
  - a) Unless otherwise expressly agreed in writing, the Price must be paid in full on or before the date of delivery of the Goods to the Buyers. The Buyers agree to pay interest at the rate of 5% above National Westminster Bank P.L.C. base lending rate or 10% per annum (whichever be the higher) on any sum overdue to the Seller.
  - b) In the event of the Buyers failing to fulfil any terms of payment agreed with the Seller or if the Seller shall at any time have any doubts as to the solvency or financial responsibility of the Buyers the Seller shall be entitled to refuse to make any further delivery of Goods under this or any other Contract except upon receipt of cash or other security satisfactory to the Seller prior to delivery of the Goods.
5.
  - a) If no time for delivery is specified in the Contract, the Buyers shall be bound to accept the Goods when they are ready for delivery by the Seller.
  - b) Unless otherwise agreed in writing the place of delivery of the Goods shall be the Sellers premises specified overleaf.
  - c) The Seller shall have the right to deliver up to 20% more or less than the quantity stated overleaf and the Price payable by the Buyers shall be increased or decreased pro rata.
  - d) In the event of delivery being wholly or partly suspended or delayed by act of God, fire, accident, riot, civil commotion, hostilities, war, strikes, lock-outs, import and/or export restrictions, emergency regulations, breakdown of plant, non delivery of raw material or any other event of any kind whatsoever which is beyond the control of the Seller, the Buyers shall have no right of cancellation of the Contract but shall accept delivery of the Goods at such time after such suspension or delay as the Seller is reasonably able to deliver the Goods, having regard to the Sellers commitments to other customers. If, however, the delivery of any Goods is suspended or delayed for a period exceeding four months from the date when the Goods would otherwise have become due for delivery to the Buyers, then unless otherwise agreed in writing, so much of the Contract as relates to those Goods only shall automatically be cancelled and the Contract shall remain in force with regard to any other Goods covered by the Contract.
  - e) Any dates quoted for delivery of the Goods are approximate only and the Seller shall in no circumstances be liable to the Buyers for any loss or damage howsoever caused resulting from non-delivery or any delay in delivery of any of the Goods howsoever caused. Time for delivery shall not be of the essence. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyers.
6.
  - a) All Goods delivered to the Buyers shall be at the Buyers risk from the time of despatch.
  - b) If the Seller agrees to deliver the Goods to some place other than their own premises, the Goods will be entirely at the Buyers risk from the moment they are delivered to the carrier and the Buyers will insure the Goods accordingly and indemnify the Seller against any costs or expenses for transport.
  - c) All Goods delivered to the Buyers shall remain in the legal and beneficial ownership of the Seller until all sums due from the Buyers to the Seller under this or any other Contract have been paid in full and prior to such payment in full the Buyers shall hold all such Goods as the Sellers fiduciary agent and bailee and shall if so required by the Seller, store all such Goods separately from any other Goods in the Buyers possession, mark them clearly with the name and address of the Seller and the fact that they are owned by the Seller and deliver them up to the Seller or his representatives on demand. The Buyers irrevocably authorise the Seller and his representatives to enter upon any premises in the occupation or under the control of the Buyers at any time for the purposes of inspecting or removing any such Goods.
  - d) Notwithstanding that any Goods may not have been paid for in full the Buyers, as bailees for the Seller and not otherwise shall have the power and right to sell such Goods and all proceeds of any such sale shall be retained by the Buyers (if so required by the Seller in a separate bank or other account) and held by the Buyers on trust for the Seller beneficially until all sums due from the Buyers to the Seller under this or any other Contract have been paid in full.
  - e) Where, for purpose of producing the Goods, the Seller provides, manufacture or adapt any machinery, tools, models, dies, moulds, or other Equipment, the Buyers shall be invoiced and shall pay forthwith on receipt of invoice a sum representing a contribution towards the costs thereof, with VAT, if applicable. Notwithstanding any such invoice or payment, the property in the equipment shall vest and remain in the Seller. Unless otherwise agreed in writing, ownership of and copyright in any designs, drawings or other documents ("Drawings") relating to the Equipment or the Goods shall vest and remain the Sellers. The Seller is under no obligation to retain any item of the Equipment or any Drawings after the expiry of three years from the date of the last delivery of Goods to which such item or Drawings relate.
  - f) The Buyers shall not be entitled to pledge or any way charge by way of security for any indebtedness any of the Goods which remain the property the Seller, but if the Buyers so do, all monies owing by the Buyers to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.
7. In so far as no other specifications are given in the agreed DIN standards, factory standards and other documentation, the following tolerances shall be deemed to apply for all tubings and profiles with the exception of those made from silicone or other elastomers and of those made from foamed materials.

For profiles (where measurable):  
width, height and diameter: DIN 16941 - 3A very approximate.

For insulating sleeveings/special sizes:  
Conforming to DIN 40621 "Insulating Sleeving B (Non-fibrous)".  
Inner diameter:  $\pm 5\%$ . Wall thickness:  $\pm 10\%$ .

For other tubings:

Inner diameter	up to 5 mm	+0,1/-0,2 mm
	5 - 8 mm	+0,2/-0,3 mm
	over 8 mm	+2,5%/-3%
Wall thickness:	up to 0,7 mm	+0,1/-0,1 mm
	0,7 - 1,5 mm	+0,15/-0,15 mm
	over 1,5 mm	$\pm 10\%$

With cut lengths the tolerances apply to the lengths measured at room temperature immediately after production.  
For profiles: as per DIN 16941 - 3A, for bundles and coils:  $\pm 2\%$ .  
Shore A hardness values are subject to a tolerance range of  $\pm 3$  for thermoplastics and  $\pm 5$  for elastomers.

Normal discrepancies in terms of reject rates, weight and colour do not constitute grounds for claims. The illustrations, masses and weights appearing in the Sellers product lists, technical delivery specifications, factory standards, quotations and order confirmations are only approximate. Discrepancies in terms of mass, weight, number of pieces and quality are permissible within the bounds of normal tolerances or the relevant standards.
8.
  - a) Subject to the conditions set out below the Seller warrants that the Goods will correspond in all material respects with their specification at the time of delivery and will be free from any material defects in materials and workmanship for a period of six months from delivery.
  - b) The above warranty is given by the Seller subject to the following conditions:  
(i) The Seller shall be under no liability in respect of any defect in the Goods arising from fair wear and tear, willful damage, negligence, abnormal conditions, failure to follow the Sellers instruction (whether oral or in writing), misuse or alteration or repair of the Goods without the Sellers approval;  
(ii) The Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total Price for the Goods has not been paid by the due for payment.  
(iii) The above warranty does not extend to parts, materials or equipment not manufactured by the Seller, in respect of which the Buyers shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller.
  - c) Subject as expressly provided in these conditions, except where the Goods are sold to a person dealing as a consumer (within the meaning of the Consumer Rights Act 2015) all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. Where the Goods are sold under a transaction to which the Consumer Rights Act 2015 applies, the statutory rights of the Buyers are not affected by these conditions.
  - e) Any claim by the Buyers which relates to the quantity of goods delivered shall be notified to the Seller on the proof of delivery (POD) at time of receipt by noting the shortage(s) against the relevant articles and confirmed by signature of both the Buyer and the Sellers representative (Driver) on the relevant page(s) of the delivery documentation. In addition to this the Buyer must notify the Seller separately in writing (by fax/email) within three days from the date of delivery and if the Buyers do not notify the Seller accordingly, the quantity stated to be delivered by the Seller shall be deemed to be the quantity actually delivered.
  - f) Any claim by the Buyers which is based on any defect in the quality or condition of the Goods or their failure to correspond with the specifications shall (whether or not this damage / condition is noted on the Proof of Delivery (POD) or the delivery is refused by the Buyers) be notified to the Seller in writing within five days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Buyers do not notify the Seller accordingly, the Buyers shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyers shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.
  - g) Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these conditions, the Seller shall be entitled to repair or replace the Goods (or the part in question) free of charge or, at the Sellers sole discretion, refund to the Buyers the Price of the Goods (or a proportionate part of the Price), but the Seller shall have no further liability to the Buyers.
  - h) Except in respect of death or personal injury caused by the Sellers negligence or any liability imposed on the Seller by Part 1 of the Consumer Protection Act 1987, the Seller shall not be liable to the Buyers by reason of any representation, or any implied warranty, condition or any other term, or any duty at common law, or under the express terms of the contract, for any consequential loss or damage (whether for loss of profits for otherwise) cost, expenses or other claims of consequential compensation whatsoever (and whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of Goods for their use or resale by the Buyers, except as expressly provided in these conditions.
9.
  - a) In no circumstances shall the Seller be bound by or in any way liable for any representation made or any information or advice given to the Buyers or to any other person whatsoever by the Seller or by any other person who is or who is deemed by law to be an agent for the Seller, whether such representation is made or information or advice is given in pursuance of this or any other Contract in any other way whatsoever.
  - b) The Seller shall in no circumstances be bound by or liable for any description, information or illustration contained in any catalogue, price list, brochure, leaflet or other document of any kind and nothing contained in any such document shall form part of this or any other Contract between the Seller and the Buyers.
  - c) In placing an order for the Goods or any item thereof, the Buyers warrant that they have tested Goods of that description and specification and that such Goods are suitable for any purpose for which the Buyers require them.
  - d) In relation with Sellers's duties of information under the terms of the Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) WAIVIS shall not be liable for the completeness and accuracy of information received from its own supplier.
10.
  - a) The Seller shall be entitled to terminate this Contract upon the happening on any of the following events:  
(i) Failure by the Buyers to pay any sum to the Seller under the Contract on the due date;  
(ii) Breach by the Buyers of any other condition of the Contract.  
(iii) The Buyers suffering an execution to be levied on their goods;  
(iv) (Where the Buyers consist of one or more individuals), any such individual dying, entering into a composition or arrangement for the benefit of his creditors or having any order made in respect of him under the Insolvency Act 1986 or any act amending or re-enacting the provision of that act;  
(v) (Where the Buyers consist of a body corporate), the Buyers having a receiver, an administrative receiver or administrator appointed or going into liquidation whether voluntary or compulsory;  
(vi) The Buyers cease or threaten to cease to carry on their business;  
(vii) The Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyers and notifies the Buyers accordingly.  
In the event of termination the Seller shall forthwith be discharged from any further performance of the Contract and the Buyers shall forthwith pay to the Seller:  
(i) All sums accrued due under the Contract;  
(ii) The full Price of all Goods manufactured and in a deliverable state but not delivered at the date of termination;  
(iii) In respect or any Goods ordered but not yet manufactured or in a deliverable state at the date of termination, a sum equivalent to the aggregate of the cost and expenses incurred by the Seller in connection with or in contemplation of the manufacture of such Goods and the Sellers gross profit which would have been realised on the completion of the sale of such Goods to the Buyers. Any deposit paid to the Seller shall be forfeit to the Seller whether or not it exceeds the sums payable by the Buyers set out above and the Buyers shall forthwith and at their own expense deliver up to the Seller all Goods in their possession or control in which title remains vested in the Seller.
  - b) The Seller shall be entitled to terminate this Contract upon the happening on any of the following events:  
(i) Failure by the Buyers to pay any sum to the Seller under the Contract on the due date;  
(ii) Breach by the Buyers of any other condition of the Contract.  
(iii) The Buyers suffering an execution to be levied on their goods;  
(iv) (Where the Buyers consist of one or more individuals), any such individual dying, entering into a composition or arrangement for the benefit of his creditors or having any order made in respect of him under the Insolvency Act 1986 or any act amending or re-enacting the provision of that act;  
(v) (Where the Buyers consist of a body corporate), the Buyers having a receiver, an administrative receiver or administrator appointed or going into liquidation whether voluntary or compulsory;  
(vi) The Buyers cease or threaten to cease to carry on their business;  
(vii) The Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyers and notifies the Buyers accordingly.  
In the event of termination the Seller shall forthwith be discharged from any further performance of the Contract and the Buyers shall forthwith pay to the Seller:  
(i) All sums accrued due under the Contract;  
(ii) The full Price of all Goods manufactured and in a deliverable state but not delivered at the date of termination;  
(iii) In respect or any Goods ordered but not yet manufactured or in a deliverable state at the date of termination, a sum equivalent to the aggregate of the cost and expenses incurred by the Seller in connection with or in contemplation of the manufacture of such Goods and the Sellers gross profit which would have been realised on the completion of the sale of such Goods to the Buyers. Any deposit paid to the Seller shall be forfeit to the Seller whether or not it exceeds the sums payable by the Buyers set out above and the Buyers shall forthwith and at their own expense deliver up to the Seller all Goods in their possession or control in which title remains vested in the Seller.
11. Where Goods are manufactured and supplied to the requirements or specifications of the Buyers, the Buyers shall indemnify the Seller against all claims made against the Seller in respect of any breach of any statutory requirement or the infringement of any copyright, patent or trademark (whether registered or not).
12. This Contract is not assignable or transferable by the Buyers in whole or in part except with the written consent of the Seller.
13. No waiver by the Seller of any breach of the Contract by the Buyers shall be considered as a waiver of any subsequent breach of the same or any other provision.
14. 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 provision in question shall not be affected thereby.
15. This Contract shall be construed in accordance with and governed in every respect by the laws of England. However, the Contract (Rights of Third Parties) Act 1999 shall not apply. All actions arising out of or connected with the Contract shall be brought in the courts for England.