



TERMS AND CONDITIONS OF SALE.

1.0 GENERAL

- 1.1 Every contract of sale of our goods is subject to these Conditions unless otherwise expressly agreed by us in writing
- 1.2 All other conditions and warranties, whether implied by common law or trade usage or expressed by you in your Conditions of Order or otherwise are hereby excluded.
- 1.3 No contract shall exist between us until a written order based upon our quotation has been received from you and has been accepted by us in writing.
- 1.4 Except as expressly provided in these Conditions, we shall not be liable for direct or indirect loss or damage to persons or property howsoever arising from the sale or installation of our goods or any defect in them.
- 1.5 Any contract between us shall be governed in all respects by the Law of England.

2.0 PRICE

- 2.1 If after the date of contract, the cost to us of any labour, materials, supplies or carriage is increased, or we incur an increase in costs because of a change in statutory obligations, we may make a corresponding increase in our price to you.
- 2.2 Our price to you may also be increased if any work has to be suspended or altered because of your instructions or lack of instructions, or lack of the following installation site facilities.

3.0 TITLE IN THE GOODS (This condition will take precedence over any subsequent "Title" condition imposed by you.)

- 3.1 Title in the goods will not pass to you until all sums of money, howsoever arising, due to us by you have been paid in full.
- 3.2 Until property in the goods passes to you, the goods, howsoever situated, shall remain our exclusive property and shall be recoverable by us in part re-payment of any outstanding indebtedness by you to us.

4.0 DELAY

- We will use every reasonable effort to dispatch goods within any time agreed with you.
- Delay in doing so shall not, however, amount to a breach of contract unless:-
 - (I) the delay is unreasonable in length and
 - (II) is caused by an event other than war, fire, Act of God, stoppage of our workmen, breakdown in machinery, prohibition or restriction of a competent authority, failure by any person to deliver plant, machinery, materials or components to us, or any other event beyond our reasonable control.

5.0 TERMS OF PAYMENT

- 5.1 The price, including any carriage, insurance and freight charges, will be invoiced on despatch.
- 5.2 Where we are installing the goods the price will be part invoiced on manufacture and the balance on completion of the installation.
- 5.3 If delivery is deferred beyond the contract date at your request, we will render our account on the contract date for the value of the work done.
- 5.4 We reserve the right to charge interest on overdue accounts at the rate of 2% **per calendar month pro rata**.

6.0 GUARANTEE – (Refer to Wilhams "Commercial Warranty").

7.0 DRAWINGS

- 7.1 Any drawings, dimensions, descriptions and illustrations contained in our advertising material or otherwise submitted to you are merely intended to provide a general idea of the goods, and do not form part of any contract unless otherwise agreed.
- 7.2 Any drawings or specifications concerning the goods submitted to you shall be treated as strictly confidential by you and shall be returned to us immediately on request. You may, however, use them in quotations which you may make to your prospective customers.

8.0 CHANGES

- If after the date of contract, improvements are made in the design or construction of our goods, we may incorporate these without reference to you provided that:
 - (I) The quality of the altered goods is no less than the contract goods.
 - (II) Delivery is not delayed.
 - (III) The price is not altered.

9.0 DELIVERY

- 9.1 Delivery IS ex our works and all risks then pass to you; at your request and expense, we will, however, arrange carriage, insurance and freight.

Wilhams Insulation Group