

WABIS ROOFING ACCESSORIES LIMITED

TERMS AND CONDITIONS OF SALE AND DELIVERY

Please read all these terms and conditions.

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with. If you are not sure about anything, just call us.

You have the opportunity to negotiate variations to the exclusions and limitations by amending this Terms and Conditions, often upon the agreement of a different price. This applies, among others, to conditions of delivery and our limitations of liability. Any changes to our standard Terms and Conditions must be agreed in writing.

Interpretation

1. 'Agreement' means this Terms and Conditions as legally-binding agreement between you, the Buyer and us, the Supplier for the sale and purchase of the Goods subject written amendments subject to contents of the Order Form.
2. 'Buyer' means you being an individual or individuals, partnership, company or any other legal entity acting for purposes which are wholly or mainly within the remit of his or her trade, business, craft or profession (you).
3. "Business day" means any day other than a Saturday, Sunday or bank holiday in England and Wales.
4. 'Delivery Location' means the Supplier's premises or other location where the Goods are to be supplied, as set out in the Order.
5. 'Goods' means any goods that we supply to you, of the number and description as set out in the Order.
6. 'Order' means the Buyer's order for the Goods from the Supplier which can be made exclusively by submitting the Order Form provided by the Supplier.
7. 'Order Form' means a form to be exclusively used by the Buyer to place the Order.
8. 'Price' means the price of the Goods set out in the Order that has been accepted with all relevant amendments.
9. 'Supplier' means us, namely Wabis Roofing Accessories Ltd, a company incorporated in England and Wales with registered number 09385802 whose registered office is at Mansfield i-Centre, Oakham Business Park, Hamilton Way, Mansfield, Nottinghamshire, NG18 5BR (we or us).
10. The headings in these Terms and Conditions are for convenience only and will not affect their interpretation.
11. Words imparting the singular number include the plural and vice-versa.
12. All references to statutory provisions include any changes to those provisions.

Application and entire agreement

13. These Terms and Conditions will apply to the purchase of the Goods by you, the Buyer from us, the Supplier.
14. These Terms and Conditions will be deemed to have been accepted by you when you place an Order for the Goods or from the date of any delivery of the Goods (whichever happens earlier) and will constitute the entire agreement between us and you. Any additional terms or amendments must be agreed in writing.
15. By submitting an Order you represent that you act for purposes which are wholly or mainly within the remit of your trade, business, craft or profession.
16. The Agreement between us applies to the purchase and sale of any Goods between us and you, to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.



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17. Our quotations, price lists or sales documentation do not constitute an offer to sell. If you wish to purchase the Goods you must place an Order by submitting the Order form..

18. Your Order constitutes an offer to buy.

19. No Order shall be binding and no contract shall arise until your Order is expressly accepted by us. We aim to respond to your Order as soon as possible and no later than 7 working days after it was made.

20. We can either accept an Order without changes or amend it which will amount to counter-offer on our behalf open to acceptance by you.

21. Each party has 7 days to accept an Order or any amendments to it and after that time they will be deemed to be rejected.

22. If any contract, terms or conditions of trade contains provisions which conflict with the Agreement between us, those provisions of the Agreement will prevail to that extent, except nothing shall prevail over the exclusions and limitations of the Supplier's liability in this Agreement unless the provision expressly refers to those exclusions and limitations and states that it prevails over them.

Goods

23. The description of the Goods is set out in our written sales documentation and in Order.

24. In submitting an Order you acknowledge that you have not relied upon any verbal statements, promises or other verbal representations about the Goods by us. All descriptions of the Goods are intended as a guide only.

25. We can make any changes to the specification of the Goods which are required to conform to any applicable safety or other statutory or regulatory requirements.

Price

26. Price becomes part of the Agreement when it has been accepted with all relevant amendments.

27. If the cost of the Goods to us increases due to any factor beyond our control including, but not limited to, material costs, labour costs, alteration of exchange rates or duties, or changes to delivery rates, we can increase the Price prior to delivery.

28. Any increase in the Price under the clause above will only take place after we have told you about it.

29. You may be entitled to discounts. Any and all discounts will be at our discretion and confirmed by us in writing.

30. The Price is exclusive of fees for packaging and transportation / delivery unless stated otherwise in the Order.

31. The Price is exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority unless stated otherwise in the Order.

Cancellation and alteration

32. Any details of the Goods, quotations or any price lists set out in our sales documentation are subject to alteration without notice and are not a contractual offer to sell the Goods which is capable of acceptance.

Payment

33. We will invoice you for the Price either:

a. on or at any time after delivery of the Goods; or

b. where the Goods are to be collected by you or where you wrongfully do not take delivery of the Goods, at any time after we have notified you that the Goods are ready for collection or we have tried to deliver them.

34. You must pay the Price within the date agreed in the Order. If no date is agreed the payment must be made 30 days of the date of our invoice.

35. You must make payment even if delivery has not have taken place and / or that the title in the Goods has not passed to you.



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36.If you do not pay within the period set out above, we will suspend any further deliveries to you and without limiting any of our other rights or remedies for statutory interest, charge you interest at the rate of 8% per annum above the base rate of the Bank of England from time to time on the amount outstanding until you pay in full.

37.Time for payment will be of the essence of the Contract between us and you.

38.All payments must be made in British Pounds unless otherwise agreed in writing between us.

39.Both parties must pay all amounts due under these Terms and Conditions in full without any deduction or withholding except as required by law and neither party is entitled to assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.

Delivery

40.We will arrange for the delivery of the Goods to the address specified in the Order or to another location we agree in writing.

41.If you do not specify a delivery address or if we both agree, you must collect the Goods from our warehouses at Lany 66, 28-330 Wodzislaw, Poland.

42.Subject to the specific terms of any special delivery service detailed in the Order, delivery can take place at any time of the day and must be accepted at any time between 8 am to 8 pm.

43.If you do not take delivery of the Goods we may, at our discretion and without prejudice to any other rights:

a.store or arrange for the storage of the Goods and will charge you for all associated costs and expenses including, but not limited to, transportation, storage and insurance; and / or

b.make arrangements for the redelivery of the Goods and will charge you for the costs of such redelivery; and/or

c.after 10 business days, resell or otherwise dispose of part or all of the Goods and charge you for any shortfall below the price of the Goods.

44.If redelivery is not possible within 2 days of the date of original delivery attempt, you may be requested collect the Goods from our warehouses at Lany 66, 28-330 Wodzislaw, Poland and will be notified of this. We can charge you for all associated costs including, but not limited to, transport, storage and insurance.

45.Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence.

46. If the delivery is 60 days late you may give us a 30 days notice and upon it's expiry delivery time would become of the essence.

47.We will not be liable for any delay in delivery of the Goods that is caused by a circumstance beyond our control or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

48.We can deliver the Goods by installments, which will be invoiced and paid for separately. Any delay in delivery or defect in an installment will not entitle you to cancel any other installment.

49.You may need to pay import duties or other taxes, as we will not pay them.

Inspection and acceptance of Goods

50.You must inspect the Goods on delivery or collection.

51.If you identify any damages or shortages, you must inform us in writing within 5 days of delivery, providing details including photographic evidence.

52.Other than by agreement, we will only accept returned Goods if we are satisfied that those Goods are defective and if required, have carried out an inspection.



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53. Subject to your compliance with this clause and/or our agreement, you may return the Goods and we will, as appropriate, repair, or replace, or refund the Goods or part of them.

54. We will be under no liability or further obligation in relation to the Goods if:

- a. if you fail to provide notice as set above; and/or
- b. you make any further use of such Goods after giving notice under the clause above relating to damages and shortages; and/or
- c. the defect arises because you did not follow our oral or written instructions about the storage, commissioning, installation, use and maintenance of the Goods; and/or
- d. the defect arises from normal wear and tear of the Goods; and/or
- e. the defect arises from unreasonable use, misuse or alteration of the Goods, negligence, wilful damage or any other act by you, your employees or agents or any third parties.

55. You bear the risk and cost of returning the Goods.

56. Acceptance of the Goods will be deemed to be upon inspection of them by you and in any event within 5 days after delivery.

Risk and title

57. The risk in the Goods will pass to you on completion of delivery.

58. Title to the Goods will not pass to you until we have received payment in full (in cash or cleared funds) for:

- a. (a) the Goods, and/or
- b. (b) any other goods or services, including but not limited to the transport, storage and packaging charges, that we have supplied to you in respect of which payment has become due.

59. Until title to the Goods has passed to you, you must

- a. (a) hold the Goods on a fiduciary basis as our bailee, and/or
- b. (b) store the goods separately and not remove, deface or obscure any identifying mark or packaging on or relating to the Goods, and/or
- c. (c) keep the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery.

60. As long as the Goods have not been resold, or irreversibly incorporated into another product, and without limiting any other right or remedy we may have, we can at any time ask you to deliver up the Goods and, if you fail to do so promptly, enter any of your premises or of any third party where the Goods are stored in order to recover them.

61. If the Goods were made to your specification and are subject to any intellectual property rights, such as trademarks, copyrights or patents, we shall have a right to use those rights so far as it is necessary for us to resell the Goods to which the title didn't pass to you and for the subsequent buyer or user to use or resell them.

Termination

62. We can terminate the sale of Goods under the Agreement where:

- a. you commit a material breach of your obligations under these Terms and Conditions;
- b. you are or become or, in our reasonable opinion, are about to become the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtors;
- c. you enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with your creditors; or
- d. you convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager,



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administrator or administrative receiver appointed in respect of your assets or undertakings or any part thereof, any documents are filed with the court for the appointment of an administrator, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of your affairs or for the granting of an administration order, or any proceedings are commenced relating to your insolvency or possible insolvency.

Limitation of liability

63. Our liability under the Agreement, and in breach of statutory duty, and in tort, misrepresentation or otherwise will be limited to this clause.

64. Subject to the clauses above on Inspection and Acceptance and Risk and Title, all warranties, conditions or other terms implied by statute or common law (save for those implied by Section 12 of the Sale of Goods Act 1979) are excluded to the fullest extent permitted by law.

65. If we do not deliver the Goods, our liability is limited, subject to the clause below, to the costs and expenses incurred by you in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.

66. Our total liability will not, in any circumstances, exceed the total amount of the Price payable by you.

67. You, your employees agents and otherwise must fully comply with our oral or written instructions about the storage, commissioning, installation, use and maintenance of the Goods.

68. We will not be liable (whether caused by our employees, agents or otherwise) in connection with the Goods, for:

- a. any indirect, special or consequential loss, damage, costs, or expenses; and/or
- b. any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; and/or
- c. any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; and/or
- d. any losses caused directly or indirectly by any failure or breach by you in relation to your obligations; and/or
- e. any loss relating to the choice of the Goods and how they will meet your purpose or the use by you of the Goods supplied.

69. We will also not be liable (whether caused by our employees, agents or otherwise) in connection with the Goods, for any loss, compensation or damages to the full extent of the law if:

- a. You fail to provide with a notice subject to clause 50 or you make any further use of such Goods after giving such notice; and/or
- b. Loss or damages arose because you did not follow our oral or written instructions about the storage, commissioning, installation, use and maintenance of the Goods; and/or
- c. Loss or damages arose from normal wear and tear of the Goods; and/or
- d. Loss or damages arose from unreasonable use, misuse or alteration of the Goods, negligence, wilful damage or any other act by you, your employees or agents or any third parties.

70. We shall not be liable to you for any claim unless made with reasonable details in writing to the us without unreasonable delay and in any event no later than:

- a. 3 months, or such longer period as may be reasonable in the circumstances, after the date the claimable event first came (or ought reasonably to have come) to the your notice, and
- b. no later than 12 months after the delivery of the relevant Goods.

71. The exclusions and limitations of liability contained in this Agreement shall apply regardless of whether the loss or damage was foreseeable or whether the Buyer notifies the Supplier of the possibility of any greater loss or damage, but shall not apply to the extent not permitted by law and, in particular, nothing in this Agreement shall affect liability for death or personal injury caused by negligence or for fraudulent misrepresentation or other fraud.



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72.The exclusions of liability contained within this clause will not exclude or limit our liability for death or personal injury caused by our negligence; or for any matter for which it would be illegal for us to exclude or limit our liability; and for fraud or fraudulent misrepresentation.

73.You should consider taking out your own insurance.

74.You have the opportunity to negotiate variations to the exclusions and limitations by amending this Terms and Conditions, upon the agreement of a different price.

Communications

75.All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).

76.Notices will be deemed to have been duly given:

- a.when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
- b.when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;
- c.on the fifth business day following mailing, if mailed by national ordinary mail; or
- d.on the tenth business day following mailing, if mailed by airmail.

77.All notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party.

Circumstances beyond the control of either party

78.Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

No Waiver

79.No waiver by us of any breach of these Terms and Conditions by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

Severance

80.If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

Law and jurisdiction

81.This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.



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