



Wessex Hydraulic Services
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WESSEX HYDRAULIC SERVICES

TERMS AND CONDITIONS OF SALE

1. GENERAL

- (a) For the purpose of these conditions of sale, Wessex Hydraulic Services shall be known as WHS and the company with whom an Agreement of Sale is made shall be known as the Buyer.
- (b) All quotations are made and all orders are accepted subject to the following conditions which shall prevail over any and all terms or conditions referred to in the Buyers order, or in correspondence, or elsewhere unless specifically agreed in writing by both parties. Any conditions or stipulations to the contrary are hereby excluded.
- (c) Quotations shall only be valid for 30 days from the date thereon, after which period WHS reserves the right to amend the prices quoted. Quotations may be withdrawn by WHS within that period at any time by written or oral notice, if circumstances outside their control affect the validity of the quotation in any way whatsoever.
- (d) Oral orders and oral amendments to order must be confirmed by the Buyer in writing, otherwise WHS accepts no responsibility for any consequent errors or misunderstandings.
- (e) All acceptances of order whether in writing, oral, or by conduct, shall be deemed to have been made subject to these Conditions of Sale.
- (f) No assurances given, or terms discussed before the placing of the order, or arising from a previous course of conduct between the parties, shall take effect as part of this contract, or as a collateral warranty or contract, nor shall they bind WHS in any other way, unless repeated in the WHS quotation, or set out clearly in the Buyers written order and accepted by WHS.
- (g) Any documents and particulars pertaining to the quotation submitted, including illustrations, drawings, weight specifications and ratings, shall be deemed to be approximate only, unless a statement to the effect that they are final is expressly made. WHS retains ownership of and copyright in the document, which may not be disclosed to any third party, without the prior written consent of WHS.

2. PRICES

- (a) All prices quoted for parts are ex works, excluding packing, insurance, installation and fitting costs on site. They also exclude transport costs, which will be charged additional wherever necessary.
- (b) All prices quoted for labour involved in installing and fitting new equipment or spare parts at the Buyers works shall be for budget purposes only, unless the quotation specifically states they are firm. The price quoted for labour shall be deemed to include travelling costs, but exclude hotel and other expenses, unless specifically stated otherwise.
- (c) All prices quoted are exclusive of VAT, which will be charged at the standard rate applicable at the time of delivery of parts, or completion of on site work, whichever is the latest.
- (d) Prices may be increased by WHS within the contract period to cover increases in costs incurred by WHS in manufacturing and procuring the goods to complete the contract.
- (e) Prices may be increased to cover additional costs incurred by WHS caused by any change in the Buyers specification, or any delay caused to the completion of the contract by the Buyer.
- (f) Any prices quoted for work to be carried out at the Buyers works, or any other site specified by the Buyer, will be based on the assumption that the machine or machines are continually available to WHS from the time their personnel arrive until completion. If the personnel are required to perform any additional work (whether by agreement, or as a result of interrupted work) this will be charged to the Buyer at the current WHS rates. No allowance is made in any quotations for overtime work and if required, will be charged extra. Access to the Buyers premises must be made available up to 17.00 hours on all normal working days.

3. CANCELLATION

No cancellation of order will be accepted, except at the discretion of WHS and only on the agreement that WHS shall be fully compensated for all costs of materials and labour so far incurred by WHS.

4. PAYMENT

- (a) Payment shall be in GBP and shall be received by WHS no later than 30 days end of the month following the date of invoice.
- (b) In addition to its other remedies, WHS reserves the right to charge interest on delayed payments from due date of settlement on a day to day basis, at the Bank of England Base Rate in force at the relevant time, plus 8%.
- (c) No disputes arising under the contract, nor delays beyond the control of WHS, shall interfere with prompt payment by the Buyer.

5. COMPLETION AND/OR DELIVERY TIME

(a) Any times quoted for delivery of goods and/or completion of on site work are to date from receipt by WHS of a written order to proceed. All such delivery or completion dates are quoted in good faith, but are to be treated as estimates only, not involving WHS in liability for delay.

(b) If despatch of goods or completion of on site work is delayed or prevented in whole or in part by any circumstances whatsoever beyond the reasonable control of WHS, then at the option of WHS the contract, or the balance of it, may be cancelled or the time for delivery shall be reasonably extended. Such circumstances can include, but not be limited to, war, civil disorder, fire, material disaster, government action, industrial dispute, suppliers delay or failure to supply.

6. WARRANTY

(a) All new goods supplied and/or fitted are warranted to be of saleable quality. Should any components be discovered to be defective within six calendar months of delivery by WHS due to faulty materials or workmanship, WHS will replace or repair the component, provided written notice is given to WHS and, if so requested by WHS, the article is returned carriage paid for inspection. The warranty does not apply to any failure or fault in the goods due to fair wear and tear, accidental damage, inadequate lubrication, incorrect adjustment, misuse, deterioration due to neglect, or any other cause beyond the control of WHS. Any modifications or additional parts fitted without the written approval of WHS within the six months period will also render the warranty null and void.

(b) Any goods supplied or fitted by WHS which are not of its manufacture, are not guaranteed by WHS beyond the content of the guarantee given by the original manufacturer.

(c) The Buyer shall not be entitled to any claim or set-off in respect of any repairs undertaken by them under the warranty, without the written approval of WHS.

7. FITNESS

Since the conditions under which the products may be used are beyond the control of WHS, all conditions or warranties expressed or implied by statute or otherwise, as to their fitness for any particular purpose are hereby excluded.

8. TECHNICAL

WHS is not to be liable, contractually or otherwise in respect of any technical advice or assistance given, before or after formation of the contract.

9. CONSEQUENTIAL LOSS

Under no circumstances shall WHS be liable, whether in contract or in tort, for loss of revenue, profits or contract, or for any consequential loss, injury or damage arising directly or indirectly from the purchase, use, application or storage of the goods supplied, or from services rendered.

10. INDEMNITY

(a) The Buyer shall indemnify WHS against all claims in respect of any loss, injury or damage arising directly or indirectly from use of the goods by the Buyer or others.

(b) The Buyer shall also indemnify WHS against all claims for royalties or other payments in respect of infringements of patents, registered designs, or other rights which may be claimed as a result of the goods having been made or modified to a design or specification supplied by the Buyer and against all claims, expenses and costs incurred by WHS in connection therewith.

11. PROPERTY AND RISK

From the time of delivery or fitting, the goods shall be at the risk of the Buyer who shall be solely responsible for their custody and maintenance as if he were the owner but, unless otherwise agreed, the goods shall remain the property of WHS until the price of the goods and any relevant services have been paid in full. While in the ownership of WHS, the buyer shall keep the goods identifiable from all other goods in his possession. If the goods are converted into, or incorporated with other products while in the ownership of WHS, then ownership in such other products shall vest in WHS, as if simply and solely the goods until such payment or resale of aforesaid. In the event of any resale by the Buyer of goods or products, the beneficial entitlement of WHS shall attach to the proceeds, or to any claim for the proceeds, so that such proceeds or claim be held on trust for WHS.

In the event of failure to pay the price in accordance with the contract, WHS shall have the power to resell the goods or products after reasonable notice, such power being additional to any other power of sales arising from operation of law or implication or otherwise.

Until payment of all sums due under the contract the Buyer will insure the goods against all commercial risk (including damage by fire and water) in full value thereof. Goods held by WHS, at the Buyer's request, or due to the actions or default of the Buyer, after notification to the Buyer that they are ready for despatch or installation are held at the Buyer's risk.

12. ASSIGNMENT, SUB-CONTRACTING

WHS reserves the right to sub-contract the whole or part of the contract. Amalgamation of WHS with some third party shall not constitute grounds of termination for the Buyer.

13. LAW

The construction, performance and validity of a contract shall in all respect be governed by English Law.



Established 1981
Email: whsworkshop@gmail.com
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