

Terms and conditions for supply of goods and services

1. General

- 1.1 Our estimate is without engagement on its part and is subject to written confirmation by us of its acceptance of your order. Estimates are subject to withdrawal at any time before our written confirmation of acceptance is given to you and shall be deemed to be withdrawn unless so accepted within 30 days from their date.
- 1.2 All estimates are given and all orders in whatever terms are accepted subject to these terms and conditions which no person save the Director of Weber Industries has power to vary, and override and exclude any other terms stipulated or referred to by you. Previous dealings between the parties shall not vary or replace these terms nor be deemed in any circumstances to do so. Acceptance of the Goods by you shall be conclusive evidence before any court of law or arbitrator. All orders hereafter made by you shall be deemed to be made subject to these General Conditions.
- 1.3 Any terms or conditions sought to be imposed by either party shall not be incorporated into the Contract and shall have no effect unless agreed to in writing by the other party.
- 1.4 We may, as your agent, directly or through an intermediary ask another contractor ("Third Party Contractor") to carry out some or all of any work which you instruct us to carry out for you. We shall pay the reasonable charges of Third Party Contractors on your behalf and recharge them to you with our own fees. We will ensure that the Third Party Contractor fees which are recharged to you are in line with the fees we will have quoted to you, had we done the work ourselves. We will take all reasonable care in selecting and instructing a Third Party Contractor.

2. Prices

- 2.1 The price for the supply of goods and services are set out in the estimate.
- 2.2 A deposit of 50% of the total estimated price will be required for works to commence. Upon delivery, the remaining 50% of the price shall be payable within 14 days of the issued invoice. Invoiced amounts shall be due and payable once the goods have been delivered in accordance with the specified terms (NET 14).
- 2.3 The price for the supply of goods and services are subject to variation to reflect changes in design or material specifications that are instructed by you.
- 2.4 The price of the goods and services is exclusive of Value Added Tax which shall be charged at the rate prevailing at the relevant tax point.

3. Risk

As soon as we have delivered the goods or services, you will be responsible for them and we will not be liable for their loss or destruction. Therefore, you would need to take necessary steps to insure the items. If you delay a delivery, our responsibility for everything other than damage due to our negligence will end on the date we agreed to deliver them.



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4. Ownership of the Goods

You will only own the goods once they have been successfully delivered and when we have received cleared payment in full.

5. Delivery

- 5.1 We will deliver the goods to the address you specify for delivery in your order. It is important that this address is accurate. Please be precise about where you would like the goods left if you are out when we deliver.
- 5.2 We cannot accept any liability for any loss or damage to the goods once they have been delivered in accordance with your delivery instructions (unless this is caused by our negligence).
- 5.3 We will aim to deliver the goods by the date quoted, but delivery times are not guaranteed. If delivery is delayed due to any cause beyond our reasonable control, the delivery date will be extended by a reasonable period and we will contact you to arrange an alternative time. If delivery is delayed due to changes instructed by you we reserve the right to charge for costs incurred by storage and re-delivery.

6. Performance

- 6.1 We will undertake all works within a reasonable time.
- 6.2 If in our opinion it is not reasonably practicable for any reason to carry out any of the work we are instructed to carry out, we shall be entitled to refrain from carrying out or completing such work and will consult with you as to what if any work is to be undertaken. We will, if requested by you, provide a written explanation as to why any work is not considered to be reasonably practicable.
- 6.3 If the cost to us of carrying out the work is subsequently increased by reason of increases in the cost materials and/or labour and/or any other factor outside our control, then we shall notify you before undertaking any work to which the increase will apply. If you require us to discontinue the work, you shall only be required to pay us for the work already carried out.

7. Payment

- 7.1 A deposit of 50% of the total estimated price for the goods and/or services will be required for works to commence. The remaining 50% of the price shall be payable no later than 14 days from the date of the relevant invoice. The time stipulated for payment shall be of the essence of the Agreement.
- 7.2 Failure to pay within the period specified shall entitle us to write to you upon the expiration of seven days' notice, to charge you for costs and expenses incurred in recovering late payments, and to charge interest calculated on a daily basis until the date of payment at the rate of 8% per annum above the Bank of England base rate from time to time in force. Such interest shall accrue after as well as before any judgment.



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8. Warranty

- 8.1 We warrant that as from the date of delivery for a period of twelve months the goods and all their component parts, where applicable, are free from any defects in design, workmanship, construction or materials. Any additional warranties described in the specification document are manufacturer's warranty only.
- 8.2 We warrant that the services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

9. Buyer's obligations

- 9.1 As the Buyer, you shall:
- 9.1.1 Ensure that the terms of your order are complete and accurate;
 - 9.1.2 Co-operate with us in all matters relating to the works;
 - 9.1.3 Provide us with such information and materials as we may reasonably require to undertake the works, and ensure that such information is accurate in all material respects;
 - 9.1.4 Obtain and maintain all necessary licences, permissions and consents which may be required for the works before the date on which the works are to start.
- 9.2 If our performance of any of our obligations in respect of the Services is prevented or delayed by any act or omission by the Buyer or failure by the Buyer to perform any relevant obligation (Buyer Default):
- 9.2.1 we shall without limiting its other rights or remedies have the right to suspend performance of the works until the Buyer remedies the Buyer Default, and to rely on the Buyer Default to relieve it from the performance of any of its obligations to the extent the Buyer Default prevents or delays our performance of any of our obligations;
 - 9.2.2 we shall not be liable for any costs or losses sustained or incurred by the Buyer arising directly or indirectly from the Seller's failure or delay to perform any of its obligations as set out in this clause 12.2; and
 - 9.2.3 The Buyer shall reimburse Weber Industries on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from the Buyer Default.

10. Cancellation

We reserve the right to cancel the Agreement between us if:

- 10.1 you have failed to pay any amount due under this Contract on the due date for payment;
- 10.2 we have insufficient resources to deliver the goods or services you have ordered;
- 10.3 one or more of the goods you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers.



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11. Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

12. Liability

- 12.1 Except for death or personal injury caused by our negligent acts or omissions we shall only be liable for any loss or damage which is a reasonably foreseeable consequence of a breach of this Agreement.
- 12.2 You will be responsible for all claims, liabilities, damages, costs and expenses suffered or incurred by us as a result of your breach or default in the discharge of your obligations.
- 12.3 Where we need to carry out work on your premises and/or install equipment, we will not accept liability for the cost of repairing or replacing parts of your existing system which occurs due to faults in your system unless we have been negligent in not realising that such damage may occur or in the way we did the work.
- 12.4 In the event of our losing or damaging your goods, we will pay for the reasonable costs of the repair or replacement (less wear or tear) of the item or provide you with a full refund if we have been negligent.
- 12.5 Nothing in this Agreement shall exclude or limit the Company's liability for death or personal injury resulting from the Company's negligence or that of its employees, agents or sub-contractors.

13. Governing Law and Jurisdiction

Parties to this Agreement agree to submit to the exclusive jurisdiction of the courts of England and Wales.

14. Entire Agreement

This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.

15. Third Party Rights

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

16. Customer Services

- 16.1 To protect your own interests please read the conditions carefully. If you are uncertain as to your rights under them or you want any further explanation, please contact us by telephone on +44 (0) 2077324651 or by email to info@weberindustries.com.
- 16.2 If you are unhappy with any aspect of our service, please contact a member of our team. Any complaints will be dealt with sympathetically and we will work with you to reach a satisfactory conclusion.



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17. Changes to Terms and Conditions of Business

We reserve the right to make minor changes to this Agreement from time to time. Any major changes will only be made with your agreement.

18. Data Protection

18.1 You consent to the computer storage and processing of your personal data by us in connection with this agreement and to the transmission of this data across the company and its business partners for the purposes of our legitimate interests including project delivery, marketing of our services and credit control in accordance with our Data Privacy Notice. If you breach this Agreement, your personal data may be disclosed or passed to third parties to the extent necessary to assist recovery procedures.

18.2 You consent to documentation of process and finished works that will be used at our discretion for media, marketing and public relations unless a written exemption or confidentiality agreement is established.

Date: 1 December 2019
Review date: 1 December 2020



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