

**W.E.S. Ltd.**

## **STANDARD TERMS AND CONDITIONS OF SALE FOR THE SUPPLY OF GOODS AND SERVICES**

### **1. DEFINITIONS AND LAW**

This document sets out the general conditions under which goods & services are provided by W.E.S. Ltd, referred to herein as the "Supplier".

The complete contract is the document(s) or contract schedule(s) that sets out these conditions and all other details relevant to a particular agreement, including a statement of work, quotation or other similar document(s) describing the goods & services to be provided by the Supplier and is hereinafter referred to as the "Contract".

The "Customer" is the person, firm, supplier, corporation, public authority or body receiving the goods & services. The parties to the Contract are the Supplier of the goods & services and the Customer named in the Contract and where applicable any person purporting to act on behalf of the Customer.

"Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable.

This Contract shall be governed by and construed in accordance with the law of England.

### **2. SCOPE OF GOODS AND SERVICES**

The Supplier will provide goods & services to the Customer as set out in the Contract schedule.

The Supplier shall use all reasonable endeavours to complete the goods & services within estimated time frames but time shall not be of the essence in the performance of any goods & services. Any request or agreement by a representative of the Customer for chargeable work in excess of that covered by the Contract, shall be binding on the Customer under the Supplier's "Standard Terms & Conditions of Sale for the Provision of Goods & Services". In the event of a dispute as to whether such a request or agreement has been made, the burden of proof shall lie with the Customer.

All goods & services shall be required only to conform to the specification in the Contract. For the avoidance of doubt no description, specification or illustration contained in any product pamphlet or other sales or marketing literature of the Supplier and no representation written or oral, correspondence or statement shall form part of the Contract.

### **3. WHEN THE CONTRACT COMES INTO BEING**

The contract shall come into being between the Customer and the Supplier when the Customer has placed an order detailing their requirements and agreeing to be bound by these conditions and the Supplier has accepted the order.

### **4. RESPONSIBILITIES OF THE CUSTOMER AND PERSON MAKING THE CONTRACT**

The competent person making the Contract warrants that he has the authority of the Customer to make this Contract on the Customer's behalf and hereby agrees to indemnify the Supplier against all losses and costs that maybe incurred by the Supplier if this is not so.

The Customer agrees to give all reasonable assistance to the Supplier's representative(s) and in particular, will ensure and allow the representative(s) to satisfy themselves that the conditions in which they will be working will be safe.

To enable the Supplier to perform its obligations under the Contract, the Customer shall co-operate with the Supplier, provide the Supplier with any information reasonably required by the Supplier, obtain all necessary permissions and consents which may be required before the commencement of the goods & services & service and comply with such other requirements as may be set out in the Contract or otherwise agreed between the parties.

The Customer shall be liable to compensate the Supplier for any expenses incurred by the Supplier as a result of the Customer's failure to comply with Clause 4.

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Without prejudice to any other rights to which the Supplier may be entitled, in the event that the Customer unlawfully terminates or cancels the Contract, the Customer shall be required to pay to the Supplier the full amount of the goods & services as set out in the Contract.

In the event that the Customer or any third party, not being a sub-contractor of the Supplier, shall omit or commit anything which prevents or delays the Supplier from undertaking or complying with any of its obligations under this Agreement, then the Supplier shall notify the Customer as soon as possible and the Supplier shall have no liability in respect of any delay to the completion of any project. If applicable, the timetable for the project will be modified accordingly and the Supplier shall notify the Customer at the same time if it intends to make any claim for additional costs.

### 5. PAYMENT

The Customer will pay the charges stated in the contract, without retention. Subject to a satisfactory credit rating, standard payment terms are 30 days net monthly. If payment is not made on the due date, the Supplier will be entitled to interest on the amount that is overdue at the contemporary base rate of the Lloyds Bank Plc. plus 8%, calculated on a daily basis.

This shall be without prejudice to any other rights or remedies of the Supplier. The Customer will pay any charges reasonably incurred in the recovery of money. Title to goods supplied does not pass from Supplier to Customer until due payments have been made in full.

The Supplier reserves the right to suspend all cover under the Contract if any monies due to the Supplier, whether in connection with this agreement or not, are overdue under the Contract, which shall prevail in all matters relating to this agreement.

### 6. TITLE AND RISK

Risk in the Goods shall pass to the Customer when the Goods are delivered.

The property in the Goods shall remain with the Supplier until the Customer pays all sums due to the Supplier, whether in respect of this Contract or otherwise.

Until title passes:

1. The Customer shall hold the Goods as the Suppliers fiduciary agent and bailee
2. The Goods shall be stored separately from any other goods and the Customer shall not interfere with any identification marks, labels, batch numbers or serial numbers on the Goods.
3. The Supplier agrees that the Customer may use, or agree to sell the Goods as principal and not as agents in the ordinary cause of its business subject to the express condition that at the Suppliers direction, the entire proceeds of any sale insurance proceeds received in respect if the Goods are held in trust for the Supplier and not mixed with any other monies, or paid into an overdrawn bank account and, it shall, at all times, be identifiable as the Suppliers money.

The Supplier shall be entitled, at any time, to recover any or all of the Goods in the Customers possession to which the Supplier has title and for that purpose, the Supplier, our employees or agents may, with such transport as is necessary, enter upon any premises occupied by the Customer, or which the Customer has access and where the Goods may be, or are believed to be, situated.

### 7. DELIVERY

The date of delivery specified by the Supplier is an estimate only. Time for delivery shall not be of the essence of the Contract and the Supplier shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the goods & services. All risk in the goods & services shall pass to the Customer upon delivery.

### 8. WARRANTY

The Supplier warrants that as from the date of delivery for a period of 12 months, the goods & services and all their component parts, where applicable, are free from any defects in design, workmanship, construction or materials.

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The Supplier warrants that the goods & services performed under the Contract shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

Except as expressly stated in the Contract, all warranties whether express or implied, by operation of law or otherwise, are hereby excluded in relation to the goods & services to be provided by the Supplier.

### 9. CONSEQUENTIAL LOSSES

The Supplier shall not be liable for Liquidated Damages or any direct or indirect consequential losses to the Customer, including any expense, liability, loss claim, or proceeding whatsoever, caused by, or arising out of the breakdown or stoppage of the Equipment, or for any act or omission of the Supplier or its representatives or otherwise.

### 10. TERMINATION OF CONTRACT

The Supplier shall be entitled at any time to terminate this contract (such termination to be effected immediately) if the Customer:

- (i) is in breach of this Contract
- (ii) fails to pay an amount payable under the Contract on its due date
- (iii) fails to comply with the terms of the Contract unless remedied within seven (7) days' notice
- (iv) the Customer becomes insolvent
- (v) there is a default under any other agreement, or other obligation of the Customer or its Holding Company or the Customer's or its Holding Company subsidiaries has with W.E.S. Ltd. Such termination shall not affect the right of the Supplier to recover from the Customer any monies due under this contractor damages for breach thereof.

### 11. INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights produced from or arising as a result of the performance of the Contract shall, so far as not already vested, become the absolute property of the Supplier, and the Customer shall do all that is reasonably necessary to ensure that such rights vest in the Supplier by the execution of appropriate instruments or the making of agreements with third parties.

### 12. FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or goods & services & services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

### 13. INDEPENDENT CONTRACTORS

The Supplier and the Customer are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties. The Supplier may, in addition to its own employees, engage sub-contractors to provide all or part of the goods & services being provided to the Customer and such engagement shall not relieve the Supplier of its obligations under the Contract.

### 14. PERSONAL INJURY/LIABILITY COVER

It is the Customer's responsibility to have insurance cover for public liability, personal injury and employer's liability.

### 15. RIGHTS RESERVED

Any failure by the Supplier to enforce any or all of these Terms & Conditions shall not be constituted as a waiver of any of the Supplier's rights hereunder.

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**16. SEPARATE TERM VALIDITY AND CONTRACT VARIATIONS**

Should any term of this Contract be held invalid, such invalidity shall not affect the validity of the remaining terms. Headings in these Terms & Conditions are for reference purposes only and shall not affect the interpretation of these Conditions. No variations to this contract shall be binding unless agreed in writing between the authorised representatives of the Supplier and the Customer.

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