



## Wolf Safety Lamp Company

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Registered in England at above address No.145428

### TERMS AND CONDITIONS OF SALE

In these general conditions The Wolf Safety Lamp Company Limited is referred to as "the Company" the party to whom the Company is selling is referred to as "the Buyer" and the goods materials equipment or services (as applicable) being sold by the Company to the Buyer is referred to as "the Product". The contract between the Company and the Buyer for the sale and purchase of the Products in accordance with these conditions shall be referred to as the "Contract".

All sales are made and all orders accepted are subject to the following conditions. Any conditions in a buyers order inconsistent with these conditions shall not apply.

#### 1. VARIATION OF CONDITIONS

Except as set out in these conditions, no variation of the Contract including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by the Company.

#### 2. PRICES

In the case of all products sold unless the contract expressly provides otherwise the price payable by the Buyer for each delivery shall be the Company's ruling price at the date of despatch to which any Value Added Tax or any other Tax or duty relating to the manufacture transportation import sale or delivery of the products (whether initially payable by the Company or by the Buyer) together with any appropriate freight carriage or related charges specified in the relevant carriage tariff at the date of despatch shall be added.

#### 3. CANCELLATION OF ORDERS NOT YET DISPATCHED

- 3.1. The Company shall accept the cancellation of acknowledged orders for items kept in stock as long as the order is cancelled prior to the order being dispatched.
- 3.2. Any orders accepted and acknowledged for items not kept in stock or bespoke items will incur cancellation charges to the value of cost incurred by the Company (including but not limited to time spent, materials, cancellation charges levied on the Company by third parties and so on).

#### 4. PACKING

Prices do not include the price of packing which will be charged for separately.

#### 5. PAYMENT OF ACCOUNTS

- 5.1. Unless otherwise expressly agreed between the Company and the Buyer the prices specified are strictly net of all taxes and invoices are payable in the case of deliveries to a Buyer in the United Kingdom no later than 30 days from the date of the invoice. In the case of deliveries to a Buyer outside the United Kingdom payment is accordance to terms quoted. Payment shall be due from the Buyer to the Company in English pounds sterling. Time of payment for invoices raised by the Company shall be of the essence.
- 5.2. The Company reserves the right at any time at its discretion to demand security for payment before continuing with or delivering any order.

#### 6. RETURNS

- 6.1. The Buyer may only return goods to the Company and receive a credit note on the following conditions:
  - 6.1.1. The Buyer must contact the Company prior to returning any goods and obtain the prior written consent of the Company together with a returns number. This returns number must be quoted on all paperwork regarding the return. The Buyer must also quote the invoice details referring to the goods purchased.
  - 6.1.2. Any return must be made within 30 days of the date of despatch. Products must be returned to the Company in their original condition and packaging and in a condition which will enable them to be immediately fit for re-sale.
  - 6.1.3. For goods returned in accordance with point 6.1.1 and 6.1.2 above due to Buyer error in purchasing or the Buyer no longer requiring the goods, a handling re-stocking charge of £25 or 25% of the total invoice value whatever is the greatest will be applied and deducted from any credit note accordingly.
  - 6.1.4. The Company will not accept the return of bespoke or non stock items i.e. those items made, customised or ordered especially for the Buyer and which are not held in stock in the usual course of the Company's business.

#### 7. RISK AND THE PASSING OF PROPERTY

- 7.1. Risk in the goods shall pass to the Buyer when the products are loaded onto the Buyer's or the Buyer's carrier's vehicle at the Company's works or when delivered to a British port where the products are to be sent abroad.
- 7.2. Notwithstanding risk in the goods passing in accordance with clause 7.1 hereof title in the Products shall not pass to the Buyer until whichever shall be the first to occur of the following:
  - 7.2.1. Payment being received by the Company for the Products and no other amounts being outstanding from the Buyer to the Company in respect of other Products supplied by the Company;
  - 7.2.2. The Buyer selling the Products in accordance with the provisions of these terms and conditions in which case title to the Products shall be deemed to have passed to the Buyer immediately prior to delivery of the Products to the Buyer's customer; and
  - 7.2.3. The Company waiving its rights under this clause 7.2 in respect of specified Products whereupon title to the said Products shall forthwith vest in the Buyer.

- 7.3. The Buyer is licensed by the Company to use or to agree to sell the Products delivered to the Buyer subject to the express condition that the entire proceeds of any sale are held in trust for the Company are not mixed with other moneys or paid into an overdrawn bank account and shall at all times be identifiable as the Company's moneys.
  - 7.4. Until title to the Products passes:
    - 7.4.1. The Buyer will hold the Products as fiduciary agent and bailee for the Company;
    - 7.4.2. The Products shall, subject to clause 7.3 be kept separate and distinct from all other property of the Buyer and of third parties and in good and substantial repair and condition and be stored in such a way as to be clearly identifiable as belonging to the Company;
    - 7.4.3. The Company may at any time revoke the power of sale and use contained in clause 7.3 by notice to the Buyer if the Buyer is in default for longer than 14 days in the payment of any sum whatsoever due to the Company whether in respect of the Products or any other Products supplied at any time by it to the Buyer or if the Company has bona fide doubts as to the solvency of the Buyer
    - 7.4.4. Upon determination of the Buyer's power of sale and use pursuant to clause 7.1.3 the Buyer shall place any of the Products in its possession or under its control and unsold at the disposal of the Company and the Company shall be entitled to enter upon any premises of the Buyer for the purpose of removing such Products.
  - 7.5. The Company shall at any time be entitled to appropriate any payment made to the Buyer in respect of any Products in settlement of such invoices or accounts in respect of such Products as the Company may in its absolute discretion think fit notwithstanding any purported appropriation to title contrary by the Buyer.

#### 8. DELIVERY BY INSTALMENTS

In all cases where the contract provides for delivery by instalments or part deliveries each instalment or part delivery shall be deemed to be a separate contract and cancellation of any instalment or part delivery shall not avoid or affect contracts as to the other instalments or part deliveries.

#### 9. INSOLVENCY OF BUYER

- 9.1. This clause applies if:
  - 9.1.1. The Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
  - 9.1.2. An encumbrancer takes possession or a receiver is appointed, of any of the property or assets of the Buyer; or
  - 9.1.3. The Buyer ceases, or threatens to cease, to carry on business; or
  - 9.1.4. The Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.
- 9.2. If this clause applies then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the contract or suspend any further deliveries under the contract without any liability to

the Buyer and if the Products have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangements to the contrary.

#### 10. NON-DELIVERY AND DELAY

- 10.1. Dates for delivery are approximate and unless the parties agree in writing or otherwise stated in these terms time shall not be the essence of the agreement
- 10.2. The Company shall not be liable for any direct or indirect loss arising from non-delivery or delay in delivery of any Products as a result of any cause beyond the Company's reasonable control. The Buyer shall have no right to cancel any order nor to refuse delivery of any consignment on the grounds of delay or non-delivery resulting from such a cause.
- 10.3. Where a delay in delivery or the non-delivery is due to a cause within the Company's reasonable control the Company's liability and the Buyer's exclusive remedy shall be limited to the right to cancel the contract to the extent only of the products affected.

#### 11. LOSS OR DAMAGE IN TRANSIT

The Company accepts no responsibility for any damage, shortage or loss in, transit howsoever arising and whether consequential or otherwise. In the event of damage or shortage the Buyer shall notify the Company in writing of the same within fourteen days of the date of receipt; in the event of loss or non-arrival the Buyer shall notify the Company in writing of the same within seven days of receipt of the Company's advice note, delivery note or invoice whichever shall be received first in time. "Unexamined" signatures do not relieve the Buyer of this liability.

#### 12. STORAGE

If the Company does not receive instructions sufficient to enable the Company to despatch the Products within fourteen days after the date of notification that they are ready for despatch the Buyer shall take delivery or arrange for storage forthwith. If the Buyer does not take delivery or arrange storage forthwith then the Company shall be entitled to arrange storage either at the Company's own works or elsewhere on the Buyer's behalf and all charges for storage, insurance or for demurrage thereby arising shall be payable by the Buyer.

#### 13. QUANTITY

With the exception of safety lamp and associated products the Company shall be entitled to fulfil any contract by the delivery of 10% more or less than the contract quantity or weight and the price payable by the Buyer shall be adjusted accordingly. The Company may at its option make up the balance of any order by the delivery of the balance thereof no later than three months following the despatch of the last delivery.

#### 14. LIABILITY.

- 14.1. Introduction
- 14.1.1. Nothing in this clause 14 shall be deemed to exclude or restrict the Company's liability for death or personal injury resulting from negligence.
- 14.1.2. Each of the sub-clauses in clause 14 is to be treated as separate and independent.
- 14.1.3. The Company is willing to undertake liability additional to that provided by this clause 14 in exchange for a higher price to be agreed in writing between the parties
- 14.2. Exclusion
- 14.2.1. Clause 14.2 only covers defects caused by faulty design, manufacture, materials or workmanship. It does not cover defects caused by abnormal use, misuse or neglect, or negligent act or omission by the Buyer, its agents, employees, its customers or any other individuals.
- 14.2.2. The Company agrees that if any defect covered by clause 14.2 is discovered during the period of 24 months commencing with the date of invoice, the Company will either repair the Products at its own expense or, if it chooses to do so, replace them.
- 14.2.3. The Buyer cannot claim the benefit of this clause unless:
- 14.2.3.1. he informs the Company of the relevant defect in writing within 7 working days of discovering it; and
- 14.2.3.2. he returns the goods to the Company at his own expense.
- 14.2.4. The risk of loss or damage whilst the goods are being returned will be borne by the Buyer.
- 14.2.5. In consideration for receiving the benefit of this clause, the Buyer agrees that, no other terms, whether conditions, warranties or innominate terms, express or implied, statutory or otherwise, shall form part of this contract (except where the Buyer deals as consumer within section 12 of the Unfair Contract Terms Act 1977 when the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 shall be implied into the contract).
- 14.3. Exclusion of consequential loss
- 14.3.1. The Company shall not be liable for any consequential or indirect loss suffered by the Buyer whether this loss arises from breach of a duty in contract or tort or in any other way (including loss arising from the Company's negligence). Non-exhaustive illustrations of consequential or indirect loss would be:
- 14.3.1.1. loss of profits;
- 14.3.1.2. loss of contracts;
- 14.3.1.3. damage to property of the Buyer or anyone else; and
- 14.3.1.4. personal injury to the Buyer or anyone else (except so far as such injury is attributable to the Company's negligence).

#### 15. INDEMNITY

The Buyer shall indemnify the Company in respect of all damage or injury occurring to any person or property and against all actions suits claims demands charges or expenses in connection therewith for which the Company may become liable in respect of the Products the subject matter of this contract in the event that such damage or injury shall have been occasioned by the negligence of the Buyer his servants or agents.

#### 16. QUOTATIONS

All offers to supply products from stock are subject to the products being unsold at the time of receipt by the Company of the Buyer's order.

#### 17. TESTING AND INSPECTION

Testing and inspection requirements shall be stated when the order is placed and all tolerances and characteristics including composition, properties and dimensions shall be clearly defined. Any Product supplied subject to tests or inspection must be so tested or inspected at the Company's works. All tests may be subject to additional charges at the Company's sole discretion.

#### 18. ENGLISH LAW

- 18.1. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales. .
- 18.2. Each party irrevocably agrees that the court of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

#### 19. INDULGENCE

- 19.1. The Company's rights shall not be prejudiced by any indulgence or forbearance extended to the Buyer and no waiver by the Company of any specific breach of the Buyer shall operate as a waiver of any other breach.
- 19.2. In the event that it shall be determined that any of these conditions shall be invalid or unenforceable for any reason whatsoever it is hereby declared and confirmed that such determination shall not affect any other provisions of these conditions all of which shall remain in full force and effect.

#### 20. THIRD PARTY RIGHTS

A person who is not a party to the Contract shall not have any rights to enforce its terms.

#### 21. ASSIGNMENT

- 21.1. The Company may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 21.2. The Buyer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Company.