



Definitions:

To avoid misunderstanding, the following terms are clarified:-

- (a) "the Supplier" means H.V. Wooding Ltd., Range Road, Hythe, Kent, CT21 6HG, England, UK
Company Registration No: 921793
- (b) "the Customer" means the Company, Firm or representative of the Company or Firm with whom the contract is made.
- (c) "the Goods" mean the goods and services agreed to be supplied under the contract,
- (d) "the Quotation" means the written quotation issued by the Supplier.
- (e) "the Order" means the written Order issued by the Customer.

Application:

These Terms and Conditions apply in preference to and supersede any terms and conditions referred to, offered or relied on by the Customer whether in negotiation or at any stage in the dealings between the Supplier and Customer with reference to the Goods to which this contract relates. Without prejudice to the generality of the foregoing, the Supplier will not be bound by any standard or printed terms furnished by the Customer in any of its documents, unless the Customer specifically states in writing separately from such terms that it intends such terms to apply and the Supplier acknowledges such notification in writing.

Variation:

Neither the Customer nor the Supplier shall be bound by any other variation, waiver of, or addition to these conditions except as agreed by both parties in writing and signed on their behalf. In the event of any dispute, the suppliers' terms and conditions shall always prevail.

Use of Goods (Materials and Components):

It is hereby expressly stated that it is the Customer's responsibility to ensure that the Goods are designed, tested, utilised and/or installed in full adherence to all requirements of all current statutory and common laws in all countries (including international laws), including health and safety requirements (Health and Safety at work Act 1974 as amended) and consumer protection and product liability requirements (Consumer Protection Act 1993 as amended).

Use of Goods (Press Tools and Ancillary Equipment):

It is hereby expressly stated that it is the Customer's responsibility to ensure that the Goods are designed, tested, utilised and/or installed in full adherence to all requirements of all current statutory and common laws in all countries (including international laws), including health and safety requirements (Health and Safety at work Act 1974 as amended) and consumer protection and product liability requirements (Consumer Protection Act 1993 as amended), with specific regard to all applicable power press regulations.

Indemnity:

The Customer shall indemnify the Supplier against all claims, costs and expenses in respect of alleged or actual loss or damage arising out of use of the goods at any time after delivery of the Goods to the Customer.

Patents Trademarks, etc.:

The Customer shall indemnify the Supplier against all damages, penalties, costs and expenses to which the Supplier may become liable as a result of work done in accordance with the Customer's specifications or instructions which involves the infringement of any patents (applications or registrations), trade mark or registered design, or which constitutes the tort of passing off.

Liability of Goods (Materials and Components):

Liability to replace, repair or credit is limited to defects of material, or bad workmanship which result in the Goods being unfit for purpose. Marginal deviations from specification which do not make the materials or

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components unfit for purpose will not be accepted as cause for rejection unless written notification is received within 28 days of delivery.

There will be no liability to replace, repair or credit if the Goods have been altered, modified, heat treated or reworked other than by the Supplier or his Agent.

Liability of Goods (Press Tools and Ancillary Equipment):

Liability to replace, repair or credit is limited to defects of goods, bad workmanship or design which result in the Goods being unfit for purpose. There will be no liability to replace, repair or credit if the Goods have been altered or modified other than by the Supplier or his Agent.

Liability:

The decision to replace, repair or credit is at the sole discretion of the Supplier. Goods returned without the Supplier's prior written agreement will not be accepted. Liability for any financial or consequential loss claimed by the Customer resulting from Goods or services supplied by the Supplier, is limited to direct replacement or credit of the Goods or services supplied.

Aerospace Customers:

The customer will hold harmless H V Wooding Ltd from any claims, causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, personal injury and/or wrongful death) whether brought by an individual or other entity, arising out of any acts, omissions, or negligence on the part of HV Wooding Ltd, its officers, owners, personnel, or employees. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees and related costs or expenses.

Description:

All work on the Goods is carried out to the latest issue drawings as per the Supplier's issue register, unless specified differently on the customer's Order. Where no customer drawing has been issued or received the Goods will be supplied as per last order/last delivery. The descriptions of the Goods have been given by way of identification and use of the description shall not constitute a sale by description.

Sample:

Notwithstanding that a sample of the Goods may have been exhibited and inspected by the Customer it is hereby declared that such sample was so exhibited and inspected solely to enable the Customer to judge for themselves the approximate quality of the bulk of the Goods and not so as to constitute a sale by sample.

Price:

- (a) All Quotations issued by the Supplier are, unless otherwise stated, based on the current cost of production (materials, hours and wages) and are subject to amendment on or after acceptance to meet any rise or fall in such costs.
- (b) Any variation to prices quoted as a result of government taxes and levies will be for the Customer's account.
- (c) Prices are subject to all parts being ordered together unless otherwise specified within the quotation. Prices are subject to material price at time of order placement also.

Payment:

- (a) Payment for Goods (components) supplied under the contract is due 30 days after delivery, unless otherwise stated on the customer order, letters of credit (or similar documentation) and agreed by the Supplier and Customer.
- (b) Payment for Goods (press tools and ancillary equipment). All quotations with Tooling or any other capital cost – payment is due 1/3 with your purchase order and 2/3 on completion of Tooling, unless specifically mentioned on our quotation. If payment terms are pro-forma then the total cost of all tooling/goods is required before order commencement.

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- (c) If payment of the price or any part thereof is not made by the payment due date agreed, the Supplier shall be entitled:-
- (i) to charge interest on the outstanding amount up to the maximum allowed by current English law.
 - (ii) to require payment in advance of delivery of undelivered goods, whether under the same contract or not.
 - (iii) to refuse to make delivery of any undelivered goods whether ordered under the same contract or not and without incurring any liability whatsoever to the Customer for non-delivery or any delay in delivery.
 - (iv) to terminate the contract.

Property ownership – Title of Goods:

The title or ownership of all Goods supplied by the Supplier will not pass to the Customer until payment of the agreed price has been made in full to the Supplier.

Delivery of Goods:

The Supplier will deliver the Goods carriage paid (unless otherwise agreed and stated on the Customer order), within the United Kingdom by any method of transport at the Supplier's option, unless specified in the Quotation as ex works.

The responsibility and ownership of parts sold to customers who arrange their own transportation passes to those customers once collected by the courier or haulage company.

Time:

The Supplier undertakes to use its best endeavours to dispatch the Goods on the promised delivery date, but does not guarantee to do so. Time of delivery shall not be of the essence of the contract and shall not affect validity of any associated documentation or contractual obligations such as the Customer order, Letters of Credit, payment terms etc., unless expressly so stipulated and agreed in writing.

Risk:

- (a) In the event that the Goods are to be delivered by the Supplier the risk therein shall pass to the Customer when they are tendered for delivery.
- (b) In the event that the Goods are to be collected by the Customer from the Supplier's works the risk therein shall pass to the Customer when they are loaded on to the Customer's vehicle or on to the vehicle of his carrier or other agent.
- (c) In the event that the Goods have been retained at the Supplier's premises at the request of the Customer but title to the property in the goods has passed to the Customer, then the risk therein shall also pass to the Customer.

Subcontracting:

The Supplier reserves the right to subcontract the fulfilment of the contract or any part thereof and these conditions shall apply notwithstanding such sub contraction.

Quantity Variation of Goods (Materials and Components):

The Supplier shall be deemed to have fulfilled the contract by delivery of a quantity within 10 per cent (+ / - 10%) of the quantity ordered and the Customer shall pay at the contract rate for the quantity actually delivered.

Component Trays:

Charged component trays which are returned carriage paid in good condition within 28 days of delivery will be credited, unless otherwise stated, by the Supplier.



Terms & Conditions of Sale

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Cancellation or Suspension of Work on all Goods:

Request from the Customer for cancellation or suspension of work or delivery must be submitted in writing for consideration and the Supplier reserves the right to make cancellation or other charges where such, in the Supplier's opinion, are considered necessary.

Transport Charges for Returned Goods:

Charges for transport of Goods returned will not be accepted unless specifically agreed with the Supplier before return.

Force Majeure:

If delivery is delayed by strikes, lockouts, fire, accidents, hostile acts, acts of war, defective materials or any other cause beyond the reasonable control of the Supplier, a reasonable extension of time for delivery shall be agreed and granted and the Customer shall pay such reasonable extra charges as shall have been occasioned by the delay.

Delayed Delivery:

If a firm delivery date is specifically provided for in the contract and the Supplier fails to deliver the Goods by such time for reasons other than matters beyond its control, the Customer shall be entitled to claim a reduction of the price by giving the Supplier notice in writing within a reasonable time, unless it can be reasonably concluded from the circumstances that the Customer has suffered no loss. Such reduction shall be equal to 0.5 per cent (0.5%) of that part of the price which is properly attributable to such part of the Goods which cannot as a consequence of such failure be put to the use intended for each complete week of delay from such firm date but shall not exceed 5 per cent (5.0%) of such part of the price as aforesaid.

Effect of Legislation:

It any of these conditions or any part of one of these conditions is rendered void by any legislation to which it is subject it shall be void to that extent and no further.

Law:

The contract(s) shall be deemed to have been made in England and the parties to the contract hereby submit to the jurisdiction of the English courts. Any dispute arising from, or related to such contracts shall be subject to English law and any legal hearings will be held in courts of law in England.

These Terms and Conditions have been agreed by all parties detailed below:

Signed on behalf of **H.V.Wooding Ltd.** :-

Name

Position

Signature

Date

The "**Customer**" –

Signed on behalf of the customer :-

Name

Position

Signature

Date

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