



WLR Precision Engineering / WLR Prototype Engineers Ltd

Terms & Conditions



1. GENERAL

1.1 The following terms are the only terms by which WLR Precision Engineering / WLR Prototype Engineers Ltd (the Company) provides goods or services of any nature and these terms apply to all contracts whether or not specifically referred to at the time of ordering. If the Customer does not accept any of these terms as reasonable the matter should be raised in writing with one of the Company's Directors before the order is placed, with a view to special terms being negotiated.

1.2 In the event of the Customer's order containing or being subject to conditions at variance with these terms, such conditions shall be excluded and these terms only shall prevail, unless changes or additional terms are agreed in writing before the order is placed.

2. ADVERTISING MATERIALS

2.1 All specifications, drawings and particulars submitted with any tender by the Company are approximate only, and the descriptions and illustrations contained in the Company's brochures, website or other promotional materials are intended merely to present a general idea of the services described therein, and none of these shall be treated as representations or shall form part of any contract between the parties.

3. PRICES

3.1 All prices quoted in any catalogue or price list of the Company are intended to be indicative and are therefore only approximate. Prices quoted at all times prior to formal acceptance of the order by the Company are subject to review or alteration without notice.

3.2 Except where specifically stated any contract price will be shown exclusive of VAT (which will also be payable where applicable) and shall be the price ruling at the time of delivery.

3.3 Charges for carriage, packing, storage, handling, customs clearance, customs duties and similar expenses are additional and payable by the Customer unless stated otherwise in the contract.

4. CONTRACTING

4.1 No order shall be binding on the Company unless and until accepted by the Company in writing. Orders submitted to the Company must be in writing and accompanied by sufficient information to enable the Company to proceed with the order forthwith.

4.2 The Company accepts no responsibility whatsoever for the accuracy of drawings, particulars or specifications supplied by the Customer and to the extent that specifications supplied by the Customer are inadequate, goods or services will be supplied to the Company's standard specifications, including tolerances in dimensions and material quality.

4.3 In the case of sale by sample, the Company does not undertake that the bulk shall correspond with the sample in colour, exact dimensions or quality. This provision shall not apply to the consumer transaction to the extent to which it would, by virtue of the Unfair Terms Act 1977, be void.

4.4 The Company accepts no liability for loss or damage arising from reliance placed upon drawings, particulars or specifications supplied by the Customer against which loss or damage the Customer shall indemnify and hold harmless the Company.

5. FITNESS FOR PURPOSE

5.1 The Company does not give any assurance of fitness for purpose of the articles that it sells. The Customer shall be deemed to rely entirely upon its own judgement as for the suitability of the product for the purpose for which it has been supplied.

5.2 The Company warrants that the articles it sells to the Customer shall be of satisfactory quality and shall be in full working condition and according to specification.

6. FREE ISSUE PRODUCT

6.1 The Customer shall grant to the Company on every order placed a scrap allowance of 3% of the quantity or value (whichever is the greater) of goods supplied and under no circumstances shall the Customer make any claim against the Company in respect of such scrap allowance. In the event of an occurrence leading to loss or damage suffered by the Customer for which the Company is liable under these terms, such damage will be costed against the said 3% scrap allowance.

6.2 The liability for any free issue products remains with the customer. The responsibility for insurance of free issue products remains with the customer.

7. LIABILITY

Subject to paragraph 6 above:-

7.1 The entire limit of the Company's liability for incorrectly manufacturing goods under any one contract or multiple contract will be the re-manufacture of those goods free of charge, and the Company shall not be liable for any other loss damage or expense suffered by the Customer whether directly or indirectly caused by incorrect manufacture, late delivery or any other cause unless such is caused by the negligence or reckless act of the Company

7.2 The Company will not under any circumstances be liable for economic loss, which the Customer may suffer as a consequence of any act or omission of the Company.

7.3 Nothing herein or in any contract between the parties shall purport or act so as to attempt to exclude or restrict liability of the Company for death or personal injury resulting from its negligence (except in circumstances when such exclusion or restriction is legally permissible).

7.4 Any right to claim for any loss, damage or defective manufacturing (other than as described in Condition 7.3 above) will be deemed to be waived by the Customer unless they are detailed and delivered in writing to one of the Company's Directors within four weeks from delivery of the goods by the Company to the Customer or its carrier agent or representative or within four weeks of discovery of the fault or damage to article where such is not apparent at the time of delivery. Furthermore, any such claim made by the Customer will only be considered by the Company if the claim is made within twelve months of delivery of the goods. The Company shall not in any circumstances be liable for claims for physical loss damage or defective manufacturing received outside such period.

7.5 It is the entire responsibility of the Customer to conduct all necessary tests and examinations of the goods supplied in order to accept the product as soon as possible after supply and in any event within such time as allows the Customer to comply with this Condition 7.

8. TITLE OF GOODS

8.1 Title to the goods remains with the Company and does not pass to the Customer until payment has been made in full.

9. DELIVERY

9.1 All deliveries will be made ex-works the Company's premises. The Company will use its reasonable endeavours to deliver the goods within the times specified in the contract but all delivery dates quoted are estimates only and the Company shall not be liable for any expense damage or loss howsoever caused or arising including economic loss suffered by the Customer by reason of delay in despatch or delivery of the goods specified in the Contract.

9.2 The Customer will not be entitled to repudiate the Contract on the ground that there has been a delay in supplying the goods.

9.3 In accordance with the custom of the trade, the Company reserves the right to over or under-deliver to the Customer in order to optimise the manufacturing costs of the product and reduce the material off-cut wastage.

10. PAYMENT

10.1 Unless otherwise agreed in writing, payment terms will be on a Pro Forma basis until a credit account has been agreed and opened.

10.2 Payment of credit accounts will be made within 30 days of the date of invoice.

In default of such payment (and without prejudice to any other remedy available to the Company):-

(a) the Company may withhold further deliveries both in respect of the Contract or series of contracts for delivery of the goods.

(b) the Customer shall if required by the Company pay interest to the Company on all overdue amounts at the rate of 3% above the Barclay's Bank Plc Base Lending Rate calculated on a daily basis.

10.3 Credit account terms may be withdrawn without notice and without reason.

11. FORCE MAJEURE

11.1 The Company will not be liable for any loss damage or expense incurred and the Customer shall not be entitled to terminate the contract in the event of performance by the Company being delayed or rendered impractical or impossible as a result of war, act of God, civil commotion, riots, strikes, lock-outs, industrial action (wheresoever occurring), epidemics, fire, fog, or any other bad weather conditions, delays in transport, non-availability of any materials required, breakdown of plant or machinery, or any other cause beyond the Company's reasonable control.

12. CONFIDENTIALITY

12.1 The Company will use its reasonable endeavours to ensure the confidentiality of business or technical information of the Customer which it receives as a consequence of any contract placed by the Customer and which is not in the public domain.

12.2 Similarly the Customer will use its reasonable endeavours to ensure the confidentiality of business or technical information of the Company which it receives as a consequence of contract (either oral or in writing) with the Company and which is not in the public domain.

12.3 All documentation drawings designs written or graphic details material and information supplied by the Company is (unless otherwise indicated) the property and copyright of the Company and shall not be disclosed to a third party without prior written permission of the Company.

13. MISCELLANEOUS

13.1 ALL CONDITIONS WARRANTIES REPRESENTATIONS AND UNDERTAKINGS AND WHETHER EXPRESS OR IMPLIED ON THE PART OF THE COMPANY SAVE AS SET OUT IN THESE TERMS OR ELSEWHERE IN WRITING AND INCORPORATED INTO THE CONTRACT BY EXPRESS REFERENCE ON THE FACE OF THE COMPANY'S ORDER ACCEPTANCE ARE (TO THE EXTENT LEGALLY PERMISSIBLE) HEREBY EXCLUDED. THE COMPANY SHALL NOT BE LIABLE FOR LOSS DAMAGE OR EXPENSE NOT DESCRIBED IN THE CONTRACT.

13.2 Subject to Condition 14.1 above, these terms and any details specified on the face of each order accepted by the Company represent the entire contract between the parties and supersede any other representation or statements made by the parties, whether oral or in writing.

13.3 Condition headings are for ease of reference only and shall not affect the interpretation of the contract.

13.4 This contract its interpretation and all disputes arising in respect thereof shall be subject to English law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English Supreme Court.

13.5 These terms and conditions may be changed as circumstances require. These terms and conditions will operate from January 2004 until further notice.