

# WOODSIDE FUSION LTD SALES TERMS & CONDITIONS



## 1. Ruling Conditions

These conditions relate to Woodside Fusion Ltd (Company Number 11087096) whose Registered Office is at Woodside House, Unit 1C, Bentley Business Park, Church Lane, Dinnington, S25 2RG.

'The Customer' means the person, firm or company buying Goods from Woodside Fusion Ltd.

'Goods' means the items to be supplied by Woodside Fusion to the Customer, subject to these Terms and Conditions.

'Contract' means the agreement for the supply of all Goods subject to these Terms and Conditions of Sale.

These Terms and Conditions shall apply to all Contracts for the sale of Goods by Woodside Fusion Ltd to the Customer, whether expressly referred to or not, to the exclusion of any terms or conditions introduced or purported to be introduced by the Customer.

## 2. Delivery and Risk

In these terms, 'Delivery' shall mean whichever is the earliest of:

- the date of actual delivery of the Goods or;
- the date on which delivery of the Goods is tendered by Woodside Fusion or;
- where Goods are to be collected, the date on which Woodside notifies the Customer that the Goods are available for collection.

Any dates quoted for delivery of the Goods are approximate only and Woodside Fusion Ltd shall not be liable for any delay in delivery, however caused. Time shall not be of the essence of the Contract, unless previously agreed in writing by a director on behalf of Woodside Fusion Ltd. The goods may be delivered in advance of the given delivery date upon giving reasonable notice to the Customer.

## 3. Loss or Damage in Transit

Woodside Fusion Ltd will not accept liability for any loss or damage in transit unless notified in writing within 3 days of receipt of delivery, with a complete claim submitted within 14 days. The courier concerned should also be notified at the time of delivery and the goods signed for as DAMAGED or UNCHECKED. Failure to do so will deem the Goods to have been received in full and in good condition, and shall preclude the Customer from any rights or remedies against Woodside Fusion Ltd whatsoever.

## 4. Goods Returned

Due to the critical high cleanliness aspect of the products we sell, returns are strictly by prior agreement only. All requests for returns will be handled on an individual basis by management.

Any goods returned and accepted by ourselves as defective or not in accordance with the Purchaser's order, shall be replaced or refunded but shall not form the subject of claim for labour or any other expenditure.

## 5. Prices

Unless agreed separately and in writing by Woodside Fusion Ltd, the price of the goods shall be the price ruling at the date of dispatch, together with any VAT or government taxes.

## 6. Payment

- a) Unless otherwise agreed in writing by Woodside Fusion Ltd, payment shall be made no later than 28 days after the date of the invoice. In all cases where payment is not made by the due date, Woodside reserves the right to charge interest at the rate of 1.5% per month on all overdue items, payable in full on demand. Woodside Fusion Ltd also reserves the right to suspend all deliveries of goods to the Purchaser under this and/or any other contract, and/or to cancel all or any other contracts with the Purchaser.
- b) We reserve the right to demand payment at any time.
- c) On any overdue accounts, not paid within our trading terms, Woodside Fusion Ltd reserve the right to devolve any costs incurred by ourselves in instructing an agent or solicitor to act on our behalf in recovery of the account.

## 7. Retention of Title

Until payment has been received in full by Woodside Fusion Ltd for all goods supplied at any time to the Purchaser;

- a) The goods shall remain the property of Woodside.
- b) The Purchaser shall be subject to (c) and (d) below and store the goods separately from other goods in the possession of the Purchaser.
- c) The Purchaser shall be at liberty to sell the goods in the ordinary course of business, on the basis that all proceeds of the sale of such goods are Woodside Fusion Ltd's property for which the Purchaser shall account on demand.
- d) The Purchaser may incorporate the goods in or together with any product manufactured or assembled by the Purchaser in the ordinary course of business – however, if the Purchaser sells any such product before property in the incorporated goods has passed, it shall do so as Woodside's agent, although the Purchaser's liability as an agent for the proceeds of such sale shall be limited to Woodside Fusion Ltd's invoice value of the goods so incorporated. If goods are incorporated before property has passed, the Purchaser shall maintain records sufficient to enable such products to be identified, and for the goods incorporated to be identified, measured and otherwise quantified.
- e) The powers of the purchaser referred to in (c) and (d) above shall be determined
  - i. By written notice to the Purchaser if any payment for any goods whatsoever remains unpaid 14 days after becoming due to Woodside Fusion.
  - ii. Automatically if a receiver is appointed over any assets or undertaking of the Purchaser or a winding-up order is made against the Purchaser or the Purchaser goes into voluntary liquidation or calls a meeting or makes any composition or arrangement with its creditors or commits any act of bankruptcy.
- f) Upon determination of the powers of the Purchaser referred to in (c) and (d) above, the Purchaser shall place the goods at Woodside Fusion Ltd's disposal and Woodside shall be entitled to enter upon the premises of the Purchaser and remove any goods, including goods which may have been incorporated into other products or affixed to the reality.

## 8. Representation and Warranties

- a) Goods are not sold or tested as conforming to any British Standard Specification or as fit for any particular purposes unless Woodside Fusion Ltd expressly states so in writing. Any term of condition or warranty that the goods are so fit is excluded.
- b) The Purchaser shall not be taken as relying on Woodside's skill or judgement with regards to the goods.
- c) The Purchaser shall not claim to rely upon any representation unless made or confirmed in writing by a Director of Woodside Fusion Ltd.
- d) Woodside Fusion shall not be liable for any direct or consequential loss of any nature whatsoever said to have occurred consequent to the supply of any goods or services.

## 9. Legal

The validity and performance of the contract shall be governed by English Law.