

1. Interpretation

- 1.1. In these Conditions:
- 1.1.1. 'BUYER' means the person who accepts a quotation of the Seller for the sale of the Goods and/or the supply of the Specified Service or whose order for the Goods and/or the Specified Service is accepted by the Seller;
- 1.1.2. 'GOODS' means the goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with these Conditions;
- 1.1.3. 'SELLER' means Weishaupt (U.K.) Limited (registered in England under number 1030670);
- 1.1.4. 'CONDITIONS' means the standard terms and conditions of sale and/or service set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller;
- 1.1.5. 'CONTRACT' means the contract for the purchase and sale of the Goods and/or the supply of the Specified Service;
- 1.1.6. 'DELIVERY ADDRESS' means the address (within the United Kingdom) specified by the Buyer for consignment of the Goods;
- 1.1.7. 'DOCUMENT' includes, in addition to a document in writing, any map, plan, graph, drawing or photograph, any film, negative, tape or other device embodying visual images and any disc, tape or other device embodying any other data;
- 1.1.8. 'BUYER'S MATERIAL' means any Documents or other materials, and any data or other information provided by the Buyer relating to the Specified Service;
- 1.1.9. 'SELLER'S MATERIAL' means any Documents or other materials, and any data or other information provided by the Seller related to the Specified Service;
- 1.1.10. 'SELLER'S STANDARD CHARGES' means the charges shown in the Specification Sheet or the Seller's brochure or other published literature relating to the Goods or the Specified Service (as the case may be) from time to time;
- 1.1.11. 'SPECIFICATION SHEET' means the sheet containing the Specifications for the provision of the Specified Service;
- 1.1.12. 'SPECIFIED SERVICE' means the service to be provided by the Seller for the Buyer and referred to in the Specification Sheet;
- 1.1.13. 'STANDARD DELIVERY' means delivery to the Delivery Address within 5 working days of the date of the Contract;
- 1.1.14. 'WARRANTY CLAIM' means a claim by the Buyer that the Goods or Specified Services provided by the Seller do not conform with the Warranty contained in clause 11;
- 1.1.15. 'WORKING DAYS' means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

1.1.16. 'WRITING' or 'WRITTEN' includes telex, cable, facsimile transmission and comparable means of communication (including for the avoidance of doubt electronic mail save that electronic mail is not included for the purposes of clauses 12.1 and 14.1).

1.2. Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3. The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. Basis of the sale of Goods

2.1. The Seller shall sell and the Buyer shall purchase the Goods in accordance with any written quotation of the Seller which is accepted by the Buyer, or any written order of the Buyer which is accepted by the Seller, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.

2.2. No variation to these Conditions shall be binding unless agreed in Writing between the Buyer's representative and the Seller's authorised representative.

2.3. The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in Writing. In entering into the Contract the Buyer acknowledges that it does not rely on any such representations which are not so confirmed.

2.4. Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by the Seller is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.

2.5. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction at all times and without any liability on the part of the Seller.

3. Orders and specifications

3.1. No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in Writing by the Seller's authorised representative.

3.2. The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods and/or the Specified Service within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

3.3. The quantity, quality and description of and any specification for the Goods and/or the Specified Service shall be those set out in the Seller's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller).

- 3.4. If any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's specification.
- 3.5. The Seller reserves the right to make any changes in the specification of the Goods and/or the Specified Service which are required to conform with any applicable statutory or EU requirements or, where the Goods and/or the Specified Service are to be supplied to the Seller's specification, which do not materially affect their quality or performance.
- 3.6. No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller in respect of the goods and/or as a result of the cancellation.
- 4. Price of the Goods**
- 4.1. The price of the Goods shall be the Seller's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's published price list current at the date of acceptance of the order. All prices quoted are valid for 60 days only or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer.
- 4.2. The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect
- 4.2.1. any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture);
- 4.2.2. any change in delivery dates, the Delivery Address, quantities or specifications for the Goods which are requested by the Buyer; or
- 4.2.3. any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.
- 4.3. Subject to clause 4.4 and except as otherwise stated under the terms of any quotation, and unless otherwise agreed in Writing between the Buyer and the Seller, all prices given by the Seller include the Seller's cost of Standard Delivery to the Delivery Address. Where the Seller agrees to deliver Goods to the Buyer on any terms other than its Standard Delivery terms then the Buyer shall be liable to pay the Seller's charges for transport and packaging in addition to the price of the Goods.
- 4.4. Where the invoice value of Goods supplied to the Buyer is less than £200 (excluding any applicable value added tax) the price of the Goods shall not include the cost of Standard Delivery to the Delivery Address and the Buyer shall be additionally liable to pay the Seller's charges for transport and packaging in addition to the price of the Goods if the Seller agrees to transport the Goods to a Delivery Address.
- 4.5. The price of the Goods is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller at the applicable prevailing rate.
- 5. Supply of the Specified Service**
- 5.1. The Seller shall provide the Specified Service to the Buyer subject to these Conditions. Any changes or additions to the Specified Service or these Conditions must be agreed in Writing by the Buyer and the Seller.
- 5.2. The Buyer shall at its own expense supply the Seller with all necessary Documents or other materials, and all necessary data or other information relating to the Specified Service, within sufficient time to enable the Seller to provide the Specified Service in accordance with the Contract. The Buyer warrants that all Buyer's Material supplied to the Seller shall be true accurate and complete in all respects.
- 5.3. The Buyer shall at its own expense retain duplicate copies of all Buyer's Material and insure against its accidental loss or damage. The Seller shall have no liability for any such loss or damage, however caused. All Seller's Material shall be at the sole risk of the Buyer. The Specified Service shall be provided in accordance with the Specification Sheet agreed between the Buyer and the Seller and for the purposes of identification initialled by the parties relating to the Specified Service subject to these Conditions.
- 5.4. Further details about the Specified Service, and advice or recommendations about its provision or utilisation, which are not given in the Seller's brochure or other promotional literature, may be made available on written request.
- 5.5. The Seller may correct any typographical or other errors or omissions in any brochure, promotional literature, quotation or other document relating to the provision of the Specified Service without any liability to the Buyer.
- 5.6. The Seller may at any time without notifying the Buyer make any changes to the Specified Service which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Specified Service.
- 6. Charges for the Specified Service**
- 6.1. Subject to any special terms agreed, the Buyer shall pay the Seller's Standard Charges and any additional sums which are agreed between the Seller and the Buyer for the provision of the Specified Service or which, in the Seller's sole discretion, are required as a result of the Buyer's instructions or lack of instructions or the inaccuracy of any Buyer's Material or any other cause attributable in whole or in part to the Buyer.
- 6.2. The Seller may vary the Seller's Standard Charges from time to time by giving not less than one month's Written notice to the Buyer.
- 6.3. All charges quoted to the Buyer for the provision of the Specified Service are exclusive of any value added tax for which the Buyer shall be additionally liable at the applicable rate from time to time.
- 6.4. Agreed prices for installation work / service work are based on labour costs calculated at normal rates and do not include labour costs at overtime rates which may necessarily be incurred. Such additional costs shall be payable in addition by the Buyer.

7. Rights in Buyer's Material and Seller's Material

- 7.1. The property and any copyright or other intellectual property rights in:
- 7.1.1. any Buyer's Material shall belong to the Buyer;
- 7.1.2. any Seller's Material shall, unless otherwise agreed in Writing between the Buyer and the Seller, belong to the Seller, subject only to the right of the Buyer to use the Seller's Material for the purposes of utilising the Specified Service.
- 7.2. Subject to clause 7.4 any Buyer's Material or other information provided by the Buyer which is so designated by the Buyer shall be kept confidential by the Seller.
- 7.3. Subject to clause 7.4 all Seller's Material or other information provided by the Seller shall be kept confidential by the Buyer;
- 7.4. Clauses 7.2 and 7.3 shall not apply to any Documents or other materials, data or other information which are public knowledge at the time when they are so provided by the relevant party and shall cease to apply if at any future time they become public knowledge through no fault of the receiving party.
- 7.5. The Buyer warrants that any Buyer's Material and its use by the Seller for the purpose of providing the Specified Service will not infringe the copyright or other rights of any third party, and the Buyer shall indemnify the Seller against any loss, damages, costs, expenses or other claims arising from any such infringement or any alleged infringement.

8. Terms of payment

- 8.1. Subject to any special terms agreed in Writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer for the price of the Goods at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods. Unless otherwise agreed where the Seller has supplied the Buyer with the Specified Service the Seller shall be entitled to invoice the Buyer for the price of the Specified Service at the end of each month in which the Specified Service is provided and/or on completion of the Specified Service.
- 8.2. Subject to clause 8.5 below the Buyer shall pay the price of the Goods and/or the Specified Service without any deduction, set off or counterclaim, within 30 days of the date of the Seller's invoice, and the Seller shall be entitled to recover the invoiced amount, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of invoiced amounts shall be of the essence of the Contract. Receipts for payment will be issued only upon request.
- 8.3. If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:
- 8.3.1. cancel the contract or suspend any further deliveries to the Buyer or suspend any further provision of the Specified Service to the Buyer;

- 8.3.2. appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) and/or the Specified Service as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and
- 8.3.3. charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 8 per cent per annum above HSBC Bank plc base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

- 8.4. Payments may not be made to the Seller's representatives/employees unless such persons are in possession of a written authorisation from the Seller to receive payment. Payments made by post shall be at the risk of the Buyer.
- 8.5. Where the Buyer has not, in the 12 months prior to the date of the Contract, previously placed an order for the supply by the Seller of Goods or a Specified Service with the Seller then the Buyer shall be required to pay the price of the Goods or the Seller's Standard Charges as appropriate (in cleared funds) in advance of delivery of those Goods or the provision of the Specified Service.

9. Delivery of Goods

- 9.1. Delivery of the Goods shall be made when the Seller has notified the Buyer that the Goods are ready for collection or, if the Goods are to be transported to the Delivery Address when the Goods arrive at the Delivery Address. For avoidance of doubt delivery shall not include off loading at the Delivery Address or site location of the Goods at the Delivery Address which shall be the responsibility of the Buyer.
- 9.2. Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Seller in Writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.
- 9.3. Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- 9.4. If the Seller fails to deliver the Goods (or any instalment) for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods subject to a maximum liability of 5% of the nett invoiced value of the Goods concerned.
- 9.5. If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may:

- 9.5.1. store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or
- 9.5.2. sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

10. Risk and property

- 10.1. Risk of damage to or loss of the Goods shall pass to the Buyer on delivery to the Delivery Address.:
- 10.2. Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.
- 10.3. Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property, but shall be entitled to resell or use the Goods in the ordinary course of its business.
- 10.4. Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.
- 10.5. The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

11. Warranties and liability

- 11.1. Subject to the conditions set out at clause 11.2 below the Seller warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship:
 - 11.1.1. save where the Goods are supplied for use within production processes (in which case clause 11.1.2 shall apply), for a period of 24 months from the date of delivery; or
 - 11.1.2. where Goods are supplied for use within production processes including but not limited to cooking, incinerating, drying and metal finishing for a period of 12 months from the date of their delivery.
- 11.2. The warranty set out above in clause 11.1 ("the above warranty") is given by the Seller subject to the following conditions:
 - 11.2.1. the Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;

- 11.2.2. the Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Seller's approval;
- 11.2.3. the Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;
- 11.2.4. the Seller shall be under no liability under the above warranty where the Buyer fails to comply with the Warranty Claim provisions in clause 12;
- 11.2.5. where the above warranty does not apply for any reason and where the Goods have been manufactured by a third party the Seller may (at its sole option) extend to the Buyer the benefit of any such warranty or guarantee as is given by the manufacturer of the Goods to the Seller.
- 11.3. Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 11.4. Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Buyer are not affected by these Conditions.
- 11.5. Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification or any shortage of delivery shall (whether or not delivery is refused by the Buyer) be (a) notified to the Seller within 7 days from (i) the date the Goods are delivered at the Delivery Address; or (ii) collected by the Buyer; or (b) (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused and/or the Goods are collected, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.
- 11.6. Subject to clause 11.7 below where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to repair or replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), but the Seller shall have no further liability to the Buyer. Any Goods returned to the Seller in exchange for replacement parts shall become the property of the Seller.
- 11.7. Where any claim referred to in clause 11.6 above is in respect of Goods delivered or installed outside the United Kingdom then the Seller's liability for the cost of delivering replacement or repaired parts shall extend only to the costs of delivery of such parts to a destination within the United Kingdom. Any additional cost of delivery shall be payable by the Buyer.

- 11.8. Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer or where appropriate the provision of the Specified Service (including any delay in providing or failure to provide the Specified Service), and, save where expressly provided in these Conditions, the entire liability of the Seller under or in connection with the Contract shall not exceed the price of the Goods or the amount of the Seller's charges for the provision of the Specified Service (as appropriate) except as expressly provided in these Conditions.
- 11.9. The restrictions on liability in this clause 11 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 11.10. The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods or the Specified Service, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control:
- 11.10.1. act of God, explosion, flood, tempest, fire or accident;
 - 11.10.2. war or threat of war, sabotage, insurrection, civil disturbance or requisition;
 - 11.10.3. acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
 - 11.10.4. import or export regulations or embargoes;
 - 11.10.5. strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);
 - 11.10.6. difficulties in obtaining raw materials, labour, fuel, parts or machinery; and
 - 11.10.7. power failure or breakdown in machinery.
- 11.11. The Seller warrants to the Buyer that the Specified Service will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Specification and at the intervals and within the times referred to in the Specification Sheet. Where the Seller supplies in connection with the provision of the Specified Service any goods (including Seller's Material) supplied by a third party, the Seller does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Buyer the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to the Seller.
- 11.12. The Seller shall have no liability to the Buyer for any loss, damage, costs, expenses or other claims for compensation arising from any Buyer's Material or instructions supplied by the Buyer which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Buyer.
- 11.13. Any claim by the Buyer which is based on any defect in the provision of the Specified Service must be notified to the Buyer within 3 months from completion of the Specified Service. If the Buyer does not notify the Seller accordingly the Seller shall have no liability for such defect and the Buyer shall be bound to pay the price of the Specified Service in accordance with the Contract.
- 12. Warranty Claims**
- 12.1. All Warranty Claims made by the Buyer shall be made in Writing to the Seller before the expiry of any applicable warranty period specifying the nature of the claim in reasonable detail.
- 12.2. The Buyer shall no later than 7 days after submitting a Warranty Claim return to the Seller (at the Buyer's cost), the Goods the subject of the Warranty Claim in order for the Seller to determine whether or not such claim is a valid Warranty Claim.
- 12.3. The Seller shall within 30 days of receipt of the Goods pursuant to clause 12.2 (or where the Warranty Claim is in respect of a Specified Service within 30 days of receipt of the notification of the Warranty Claim pursuant to clause 12.1) notify the Buyer in writing of its decision in respect of the Warranty Claim and the decision of the Seller shall be final and binding.
- 12.4. If the Seller determines that the Warranty Claim is a valid Warranty Claim the Seller shall be entitled to repair or replace the Goods (or in the case of a valid Warranty Claim arising from the provision by the Seller of a Specified Service, rectify any fault) free of charge, or at the Seller's sole discretion, refund to the Buyer the price of the Goods or the Specified Service or a proportionate part thereof, but the Seller shall have no further liability.
- 12.5. Any Goods or Specified Services supplied or provided by the Seller to the Buyer as replacement parts pursuant to, or for the purposes of rectifying, any Warranty Claim shall be supplied or provided in accordance with these Conditions and, subject to clause 12.6 the Buyer shall be liable for the full price of any such Goods or Specified Services provided by the Seller and invoiced accordingly.
- 12.6. Where the Seller has supplied Goods or provided Specified Services pursuant to clause 12.5 following a valid Warranty Claim then the Buyer shall not be liable to the Seller for the price of such Goods or Specified Services and where the Seller has issued an invoice to the Buyer the Seller shall issue a credit note in respect of such invoice.
- 13. Termination**
- 13.1. Without limiting its other rights or remedies, the Seller may terminate this Contract with immediate effect by giving written notice to the Buyer if:
- 13.1.1. the Buyer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 5 days of that party being notified in writing to do so;

- 13.1.2. the Buyer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- 13.1.3. the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- 13.1.4. the Buyer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 13.2. Without limiting its other rights or remedies, the Seller may suspend provision of the Goods under the Contract or any other contract between the Buyer and the Seller if the Buyer becomes subject to any of the events listed in clause 13.1.2 to clause 13.1.4, or the Seller reasonably believes that the Buyer is about to become subject to any of them, or if the Buyer fails to pay any amount due under this Contract on the due date for payment.
- 13.3. Without limiting its other rights or remedies, the Seller may terminate the Contract with immediate effect by giving written notice to the Buyer if the Buyer fails to pay any amount due under the Contract on the due date for payment.
- 13.4. On termination of the Contract for any reason the Buyer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, the Seller shall submit an invoice, which shall be payable by the Buyer immediately on receipt.
- 13.5. Termination or expiry of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 13.6. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.
- 14. General**
- 14.1. The Seller may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.
- 14.2. The Buyer may not assign, transfer, mortgage, charge, subcontract, delegate, 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 Seller.
- 14.3. This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 14.4. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.
- 14.5. Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 14.6. No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 14.7. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.
- 14.8. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 14.9. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
- 14.10. The Contract shall be governed by the laws of England, and the Buyer agrees to submit to the non-exclusive jurisdiction of the English courts.

Effective: January 2021

Weishaupt (UK) Ltd, Neachells Lane, Willenhall, WV13 3RG