

**Trans-Web Limited**  
General Terms & Conditions of Sale

Application

1. These are the terms on which Trans-Web are willing to supply the goods described. These terms would also apply to all future orders placed by you, until further notice from us. We do not work on standard terms and conditions offered by other parties, but should you wish to negotiate a specific change to any of the following, please contact us. Variations are effective if recorded in writing and signed by us, but not otherwise. No statement which may be made to you before or after receipt of these terms and conditions shall vary the contract in any way, unless made and signed by us in writing.

Cancellation/Suspension

2. You may only cancel or suspend the order by agreement with us. We may make a charge for costs incurred and work done to that point, including a profit element reflecting a fair proportion of that which we expected to make on the contract. If we cannot agree the amount of such charge the cancellation/suspension will not be accepted.

Price

3. The prices specified are those ruling at the date of quotation. We reserve the right to increase these to reflect any increase in the cost to us of complying with the contract and are not required to give you notice of such increase until our invoice.

4. Delivery dates quoted are estimates only, and Trans-Web are not liable for failure to delivery on those dates. Time is not of the essence. The price quoted does not unless otherwise agreed, include delivery, which can be arranged on request, and will be charged at the rates specified by us. If goods are to be collected they must be collected within seven days of our notifying you that they are ready. Insurance risk in the goods passes to you on their arrival at the delivery address or, if you are to collect, on collection.

5. If goods are being supplied to a specification supplied by you, you will indemnify us against any claim made by a third party, claiming rights to that specification. You are in any event responsible for determining whether the goods supplied are suitable for your particular requirements, and Trans-Web are not responsible for unsuitability. We reserve the right to change specifications (whether originated by you or us) if in our opinion the new specification will suit your purposes as explained to us.

6. You are strongly advised to inspect all goods on collection or delivery. We do not accept liability for alleged defects in goods which would have been apparent on such an inspection unless the claim is notified to us within 28 days of delivery/collection. Claims for latent defects must be notified to us within 28 days of discovery. You must, if required by us, return goods claimed to be defective to us here at Trans-Web, and we will investigate your claim.

7. We warrant that all goods will, on delivery, be free from defects in workmanship and materials. If goods fail this standard we will, on their return to us and subject to as stated in these terms either (the choice of option being ours) refund the price (or proportion thereof if the defective goods form part of a larger order) for the defective goods, put the defect right or supply you with an equivalent product as soon as possible. Reasonable carriage costs for returning the goods to us will be refunded if the claim is valid.

8. No other warranties are given by us in relation to the goods and save for death or personal injury caused by our negligence we will not be liable for any reason whatsoever (including negligence) for any other loss or damage suffered by you or any third party (including consequential loss or compensation) whether arising out of the sale of these goods or their use or resale by you, except as a specifically provided in these conditions. Trans-Web are not liable for any failure to comply with this contract caused by circumstances beyond their control.

9. Payment is due on the expiry of 30 days from the date of invoice. If payment is not made on that date, we may, in our absolute discretion, do all or any of the following: -

Suspend or cancel our obligations under this or any other contract.

Charge you interest on the unpaid sum from the date of invoice to the date of payment, at a daily rate equivalent to 4% above Lloyds TSB base rate.

Exercise any other rights available to us under the contract (including repossession goods pursuant to clause 10) or otherwise at law.

Review you credit limit with us.

10. The goods supplied under this contract will remain our property until you pay all sums due in respect of them. Until that time you must keep them on your premises, specifically identified as our property. You hereby give us permission to enter into any such premises to collect the goods in the circumstances described in clauses 8 or 10.

11. In the event that you exceed your credit limit with us, suffer the appointment of a receiver, administrative receiver or administrator or otherwise become the subject of any formal or informal procedure relating to the affairs of insolvent persons, firms or companies or in the event that we reasonably suspect that such circumstances may arise within the period of the contract we may suspend or cancel our obligations under this or any other contract, but will be willing to continue with the contract upon receiving from you security for payment which we, in our absolute discretion, regard as satisfactory. If the goods have been delivered/collected by the occurrence of such an event the price of the goods/services will become immediately due and payable.

12. As a matter of practice we operate credit limits for particular customers, and review these regularly. Save as specifically stated above these limits have no legal significance and, without limitation, do not constitute an obligation on our part to accept orders to the value of such limits.

13. These terms are governed by English Law and the parties agree to submit to the non-exclusive jurisdiction of the High Court to determine any difference arising herefrom.