

Terms and Conditions

Our tenders, quotations, sales and deliveries are governed by the following conditions. Any other agreements shall be made in writing and shall only become binding for us after our express approval has been given in writing. Verbal sub-agreements are invalid. Our appointed agents cannot amend these terms and conditions and it only has to be done by the head office.

1. Tender, Quotations and Contract

Our tenders are always subject to change and our quotations are not binding. Our written quotations are indicative and subject to our terms and conditions as well subject to the UK laws.

A contract shall only be considered accepted when we have confirmed it in writing. The customer shall be deemed to have accepted these conditions if he does not submit an objection on receipt of the order confirmation.

Our order confirmation will be deemed cancelled if the order is not "set up" within the specified period. We mean from the "order set up" when all documentation is in place (including export license - if required) and the payment mechanism is agreed. No claims will be acceptable if an order is cancelled by us because the customer has failed to set the order up. Later modifications to the order are only valid if we confirm these in writing.

We will not be held responsible of any liability at all if an export license is not granted to us or the shipment of goods are barred due to a shift in government policy. Please read the export control clause.

2. Price

Our prices are ex works UK plus Value Added Tax (within national territory). If no special shipping specifications exist we shall select the type and route of the delivery.

2a. Insurance

Our consignments / deliveries are not automatically insured. We are responsible for deliveries on at ex-works. The customer must advise us in writing if wish to insure the consignment and we will forward the price. The insurance will be charged at actual plus 2% admin fee of the total insurance cost.

2b. Packaging, freight, postage, any duties, invoice certification & legalisation (if required) insurance (if required) shall be charged to the customer. We reserve the right to make price changes. These are charged at actual and small admin fee is added.

3. Delivery

Delivery is ex works UK or the country of origin.

At, The Warefield Engineering Limited, we will do our best to meet our published delivery dates. However as we are dependent on our suppliers, we will not accept liability or penalty for the late deliveries unless we undertake responsibility in a signed written document before accepting the order.

The delivery will only take place once the order has been validated and the payment mechanism is set up and accepted by us. In the event that the banks or other payment centres refuse payment, the order shall be automatically cancelled.

The period of delivery begins after the order is set up. We mean from the "order set up" when all documentation is in place and the payment mechanism is agreed. Our order acceptance does not mean that the delivery period also begin at that point. All delivery times are approximate. Any claims resulting from delayed deliveries are excluded unless we are guilty of gross negligence which the customer must prove. In the event of operational problems for us or for our suppliers or acts of God we will provide full explanation. We are entitled to extend the delivery period for a reasonable time



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and shall be wholly or partially freed from the obligation to deliver in the event of unforeseen circumstances. Acts of God are equivalent to circumstances which we are unable to influence that make delivery unreasonably difficult or impossible. All force majeure will be counter signed by the local chamber of commerce.

The risk passes to the customer on handing over the goods to the transporting company or haulage contractor. The The Warefield Engineering Limited reserves the right to refuse any customer order where there is a current dispute at law.

4. Payments

4.1 Payment

Payment shall be made in accordance with the terms and conditions of payment which are stipulated in the order confirmation. Should the specified time allowed for payment be exceeded we reserve the right to charge the customer penalty of maximum of up to 25% of the total order value. The withholding of payments by the customer due to any counterclaims or the offsetting of any such claims is excluded apart from recognised or legally binding debts.

4.2 Retention of the title

The products shall remain our property until payment in made in full. In the event when the delivered products are resold before full payment, all products of the same type, delivered during the last 6 months by The Warefield Engineering Limited and owned by customer could be seized up to a value estimated on the current price list, and according the amount owed. In the even the customer is subject to any action from a third party, he must immediately inform the seller so that he can protect his rights. In addition, customer cannot give as a guaranty property of the goods. Should the customer use the goods as collateral, The Warefield Engineering Limited shall have the right to take the goods away from the customer. All amount due then become immediately payable without further notice. Customer must have a proper insurance to cover all risk related to delivered or said delivered goods. The above clauses can be placed in force as soon as any payment is outstanding.

Retention of title and collective procedure -

The goods being sold under the clause of retention of title, the ownership transfer can only occur when full payment for all goods and accessories have been received. In the event that the customer is subject to a judiciary procedure, he must inform The Warefield Engineering Limited by registered mail with acknowledgement within 15 days of the start of such procedure, so that The Warefield Engineering Limited can claim the goods being part of the company assets. In that respect the customer will make sure that goods can be well identified in his office or warehouse, or the price that they were sold.

Customer will make due diligence in making sure that the terms of the insurance contract are fully respected, following a claim that the seller may place.

5. Warranty

5.1 Grease, Lubricants & Fuels

Any warranty issue resulted from our supply of defective lubricants will be settled in the UK only after the receipt of complete defective material/shipment in the UK and after the inspection report showing it being defective from an independent UK laboratory of our consent.

5.2 Non Lubricant Materials

We do not warranty guaranty any item. The manufacturer's warranty guaranty will be passed on to the end user. We will provide full support to both parties in case of a claim. Notification of defects and complaints shall be made in writing immediately and well within the warranty guaranty period if our help is sought. The manufacturer's warranty guaranty terms and conditions apply to this term. The customer must ask for a copy of this at the time of purchase or before that.



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6. Liability

We are liable within the scope of the statutory regulations for intent, gross negligence by executive members of staff and for culpable infringement of important contractual obligations by these or other members of staff. We are not liable for the infringement of unimportant contractual obligations by other members of staff, other parties involved in a sale, like our suppliers, manufacturers or other third parties, like Cargo staff. In these cases the statutory period for all claims shall be limited to one year from the time of the infringement of the contract and we are not liable for damage which could not be foreseen or is not typical for the contract. The product liability law shall be unequivocally applicable for all claims made within the meaning of this law. Product risks need to be reported to the Sales Manager.

We will not be held responsible of any liability at all if an export license is not granted to us or the shipment of goods are barred due to a shift in government policy. Please read the export control clause.

All claims can only be heard in London, UK.

7. Legal proceedings

In the event of any legal proceeding relating to this order, only the Court in London shall be competent whatever the place of delivery and the method of payment.

8. Reservation of title

The delivered goods shall remain our property until such time as all our financial claims resulting from the business relationship have been settled completely. The transfer of ownership of the products to the customer takes place at the time the whole price is paid and all claims settled. However, the

customer becomes responsible for the products when it leaves ex-works. The transfer of possession involves transfer of risks.

The customer is not entitled to pledge the goods or transfer them by way of security or sell on without our written authorisation if any of our financial claim against the client is not settled.

9. Software-Copyright

The following provisions also apply when software is purchased by the Purchaser: The software manufacturer copyright applies to all such products sold by us. We will obtain and supply a copy of these copyright and terms and condition of the respective manufacturer if requested in writing.

10. Export Control

The purchaser, the end user and all other connected in the issuance of their written or verbal purchase order understood to have automatically accepted by issuing their purchase order upon The Warefield Engineering Limited that the goods will not be used for any purpose connected with chemical, biological or nuclear weapons, or missiles capable of delivering such weapons.

That our supplied goods will not be re-exported or otherwise re-sold or transferred to anyone else or to other country if it is known or suspected that they are intended or likely to be used for such purposes.

That the goods will not be re-exported or otherwise re-sold or transferred to a destination subject to UK, EU or UN embargo where that act would be in breach of the terms of that embargo.

That the goods, or any replica of them, will not be used in any nuclear explosive activity or unsafeguarded nuclear fuel cycle

Any re-export of these goods sold must be authorised by The Warefield Engineering Limited in writing only.



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All shipments given under this quotation shall at all times be subject to the export control laws and regulations of the UK and that of the country of origin.

The Export Control Form can be found within these pages to download.

11. Shipping documents

a. The standard shipping documents - invoices, packing list, standard material test certificate (if stated in this quotation), transport documents are issued free of charge. Buyer must indicate in the purchase request (enquiry) and prior to issuance of their purchase orders, if other documents (origin cert; ATR etc) are required, which will be priced separately

b. The Certificate of Origin

We will issue our own certificate of origin. It must be requested with the purchase order if the EC certificate of origin needed to be signed or stamped by the any Chamber of Commerce.

12. PURCHASES AND PAYMENTS

a. We will issue our written purchase orders on our suppliers/manufacturer. Once written acceptance to our PO is issued by the supplier or the supplier receive advance payment from us, the cancellation or non delivery would have penalty of @30% of the total order value payable to us by the supplier. We reserve the right to charge the supplier the difference we pay in obtaining the same material from another supplier. Force majeure is only acceptable if countersigned by the local chamber of commerce.

b. We reserve the right to charge the suppliers 2% of the total order value per week for any late deliveries for the maximum of four weeks, after which we will cancel the order in writing and may demand penalty payment as written in number 12a.

13. INSURANCE:

The goods will not be insured by us and remains the responsibility of the buyers from outside our gates. We will be happy to provide insurance quotes in original and will charge a nominal but under £50 admin fee.

14. IMPORTANT

If you do not understand, need further interpretation of any clause or do not agree then you must contact us in writing before the issuance of letter of intent, contract or any payments towards any sales contract or otherwise.

End

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