

TERMS AND CONDITIONS OF BUSINESS

Conditions for Consultancy services:

Standard Consultancy charges:

1.1 Our time is charged at the following rates:

- Consultancy & Concept Design: £125 per hour
- Training: £95.00 per hour
- Technical Site Work/ Lead Installer: £80.00 per hour
- Fixed Term Contracts: Ask for details
- These rates are valid for weekday work. Saturdays will attract a 25% premium on labour charges, Sundays and public holidays, a 50% premium.

1.2 Time sheets accounting for the time spent accompany each invoice for hourly charged (i.e. not fixed quotation) work.

1.3 Travelling is charged at half the hourly rate plus £0.60 per mile for car journeys; 1st class rail, business class air travel for flights of 4hrs duration or longer.

2. Invoicing

2.1 We invoice on pro-forma for initial consultancy, on completion of specific tasks or at the end of each calendar month for work in progress at that date. Work overseas will be on pro-forma, unless otherwise agreed in writing prior to commencement. All overseas travel is on pro-forma.

2.2 Our terms when not pro-forma are payment due within 30 days from date of invoice, unless specified otherwise, (Eg: stage payments). Interest is charged at 2.5% per calendar month on all overdue invoices.

2.3 Invoices are issued in pounds Sterling (GBP). Other currencies may be used by agreement. Costs incurred in transferring currency will be charged to the client.

3. General

3.1 Our hourly rate includes labour only. Where it is necessary to obtain further equipment or plant, this would normally be hired and the hire charges passed on to the client at cost.

3.2 Additional expenses chargeable at cost to the client include but are not limited to: test equipment hire, parts and supplies specific to the project, subcontract services including test house fees, prototypes, labour, courier services, copies of standards etc.

3.3 The Weston Handling Consultancy Ltd, (WHC), terms and conditions apply to all contracts or orders. Copies are available on request.

3.4 Credit terms are not normally offered to new customers but are negotiable subject to references and may be withdrawn at any time. Expenses incurred on behalf of the client will normally be payable in advance.

3.5 The above charges do not include V.A.T., which will be applied to all items as appropriate.

Conditions for Sale of Goods:

In these conditions the "seller", means the Weston Handling Consultancy Ltd, or other seller, of the goods described in any quotation.

4.1 ACCEPTANCE: All orders accepted by the seller will be subject to these conditions of Sale. If the buyer issues his own purchase order, containing conditions of purchase these conditions of sale shall be deemed to be incorporated in such purchase order and will over ride any conflicting provision of the purchase order.

4.2 TAX: All prices quoted are exclusive of VAT or other taxes, which will be charged additionally, if applicable. Customers in the EC Trading area, will be charged VAT if they cannot or will not supply a valid VAT number, prior to despatch.

4.3 PRICE: All prices quoted shall remain valid for a period of 30 days and thereafter subject to any fluctuation. The seller reserves the right to withdraw any offer at any time. Where prices are quoted subject to currency fluctuations, we shall nominate the rate of exchange at time of offer.

4.4 TERMS OF PAYMENT: Prices are strictly net and payment is due prior to despatch. All deposits are non-refundable. No set off for any reason will be allowed. If payment is not received on the final invoice date, the seller shall be entitled to interest on any outstanding balance at the rate of 2% above the minimum lending rate, from 14 days after the date of invoice.

4.5 OWNERSHIP OF GOODS: Ownership of goods shall remain with the seller until the seller has received full payment for such goods. Until full payment has been made, the seller may at any time (and without prejudice to its other rights) recover or resell the goods or any part of them and may enter on the buyers premises for this purpose. The buyer may not resell the goods to which the seller retains title unless he informs his buyer of this condition of sale prior to such resale.

4.6 CLAIMS:

A. Non-delivery of any consignment within 14 days of the date of the sellers invoice must be notified to the seller in writing.

B. Inspection of goods immediately on arrival is advised. Any damage or short delivery must be notified to both the seller and the carrier in writing within three days and the carrier's notes should be endorsed accordingly, AT THE TIME OF DELIVERY.

C. Goods may not be returned to the seller for any reason whatsoever without the sellers prior agreement in writing.

4.7 DELIVERY: The despatch date stated on the seller's acknowledgement is an estimate and shall not be considered a contractual obligation. The seller shall not be liable for any loss of damage sustained by the buyer due to the sellers inability to maintain the delivery times so stated. The goods will be at the buyers risk when either of the following takes place:

A. The buyer's shipper picks up the goods.

B. The seller's shipper presents the goods for unloading by the buyer's representatives.

The seller's obligation to deliver goods is subject to circumstances beyond the sellers control such as (but not limited to) strike, floods, fires, machine breakdown or any other condition of force majeure.

4.8 SPECIFICATIONS: The WHC maintains a programme of continuous development and technical data, dimensions, colours, weights, etc given are a guide only and no guarantee is given or implied that goods will conform in absolute detail to the descriptions and illustrations. The seller reserves the right to amend specifications and to withdraw goods from sale without prior notice.

4.9 Twelve MONTH GUARANTEE: In addition to benefits conferred on the buyer by statute the seller guarantees all goods offered for a period of twelve months (unless otherwise stated) from the date of sale provided that;

A. It is established to the reasonable satisfaction of the seller that some part of the material used in manufacture was defective and the goods have been returned to it.

B. The goods have not been subject to misuse or abuse of any kind.

C. This guarantee does not extend to fair wear and tear.

4.10 SUITABILITY: Other than expressly stated in the specification, the seller makes no representation as to the fitness or suitability of any goods for any purpose whatsoever.

Note: Failure to observe the proper claims procedure will invalidate the seller's contractual liability under these conditions of sale.

Any contract will be subject to English law and disputes will be heard in an English court in the county of Lancashire.

Terms:

5.1 All quoted prices are in GB Pounds Sterling (unless otherwise stated), and delivery estimates are promissory only and subject to being confirmed at the time of order, however, we will endeavour to meet any delivery promise made in our order confirmation. All terms and conditions of any order will be Weston Handling Consultancy Ltd's standard Terms and Conditions of Business, copies of which are available on request. No other terms or conditions of sale shall apply to any order, unless agreed otherwise, in writing, by a Director of Weston Handling Consultancy Ltd, prior to order being made.

5.2 All items produced, designs, including all concept designs, remain copyright of and the property of Weston Handling Consultancy Ltd until paid for in full unless otherwise agreed otherwise, in writing, by a Director of Weston Handling Consultancy Ltd, prior to order being made. Any contract will be subject to English law and disputes will be heard in an English court in the county of Lancashire.