



Terms & Conditions of Sale

1. The terms “the company” referred to in the following conditions means “**Western Industrial Group**” and any appropriate division thereof including but not limited to; **Western Castors & Wheels Ltd (trading as Western Industrial Business Interiors), Western Industrial Products Ltd, and M&E Contrax Ltd**. “the customer” means the person, corporation, organisation or Company contracting with Western Industrial Group.
 - (iii) Cost of transport
 - (iv) All prices are those ruling on date of dispatch of goods and materials.
2. Any date given by the Company for completion of contract is given and intended as an estimate only and is not to be the essence of the contract. The customer shall nevertheless be bound to accept the goods ordered when available. The Company shall not be liable in any way, in respect of the late dispatch, delivery or completion of work, however caused not shall such lateness be deemed to be a breach of Contract.
3. Except when agreed in writing, the prices quoted are based on the present cost of materials, labour and transport and the acceptance of any order against quotation shall be conditional upon.
 - (a) The contract price being increased or reduced consequent on nett increase or saving in cost effected.
 - (i) Wages and working conditions arising out of any award or agreement sanctioned by any appropriate authority whether the cost of such wages and working conditions is charged in our cost accounts as direct cost or as on-cost and in the amount of the premium payable in respect of the necessary insurance involved arising out of any alterations in wages as foresaid,
 - (ii) Cost of materials and
4. (a) As detailed where surcharge 10% is shown this figure may be deducted if the net balance and appropriate VAT are paid to the Company within 30 days of the date of the paid invoice.
 - (b) A suitable adjustment in the contract price being made should the Customer require the work to be carried out other than during normal working hours.
 - (c) We shall not be responsible for any inaccuracy in orders given verbally. All orders must be in writing. Trade and Bank references must be submitted for all new accounts.
5. Ownership of Goods (a) Goods supplied by the Company shall be at the customer’s risk immediately on delivery to the customer or into the custody on the customer’s behalf (whichever is the sooner) and the customer should be insured accordingly. Notwithstanding delivery and the passing risk and notwithstanding any agreed term of payment, the goods are not sold or delivered on credit but on condition that the title therein shall not pass to the customer until the customer has paid in full all monies owed to the Company under this contract or any other Contract with the Company.
 - (b) If any of the goods supplied hereunder are to be incorporated or processed into any other goods or into any building prior to such payment then the property (but not the risk) in the value of such other goods or materials shall pass to the Company at the moment of such incorporation and shall remain with the company until payment of all such monies have been made to the Company under this or any other Contract.
 - (c) The customer shall possess the goods the property in which remains or becomes vested in the Company by virtue of this clause and on any proceeds of re-sale thereof of such goods in a fiduciary basis only. If the Company so requires the Company shall store such goods at no cost to the customer and so that they are clearly identified as the property of the Company. If any payment is overdue the Company may (without prejudice to any of its other rights and remedies) recover and re-sell any or all of such goods and materials and may enter upon the customer’s premises for that purpose and in this respect the customer undertakes to give access to its premises and to the goods to enable the Company to re-take possession. The Company may exercise its rights under this clause in the event of the customer defaulting on a payment or payments, having a Receiver appointed over any of its assets, entering into any arrangement or completion with its creditors or entering into liquidation or becoming bankrupt.
 - (d) Notwithstanding the Company’s reservation of the Title the parties hereby agree that for accounting and taxation

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purposes the goods will be treated as the customer's stock from the day of delivery. (e) Nothing herein contained shall prevent the company from maintaining an action for the recovery of monies due and payable. (f) Nothing herein contained shall give the customer the right to return goods to the Company.

6. When it is agreed that the interim and final payments are to be conditional on the issue of the Architect's certificate payments shall be made within 21 days of the date of the certificate.
7. In the case of Contracts involving erection, it is understood that goods and materials will be unloaded, stacked and stored at the Customer's risk and cover.
8. (a) Damage in transit, or shortages are to be notified to the Company and the Carriers within 3 days. Non-receipt of goods must be notified to the company and the Carriers within 14 days of the Company's invoice. Claims will be void if notifications are not made within these periods. (b) In the event of a request to delay delivery, the company reserve the right to charge for storage.
9. Unless otherwise stated in the Tender, it is assumed that:
 - (a) The site is accessible, clear, level and dry before the arrival of our Erectors.
 - (b) The electricity supply is available for light and power tools.
 - (c) That sufficient working space be allocated to ensure maximum output, sufficient storage space is provided free of charge for our immediate use on or adjacent to the site for plant and all materials and all materials are on the site before the arrival of the Erectors.
 - (d) That the men are given every facility to complete their work without due hindrance including the provision of suitable equipment to facilitate unloading and storage.
 - (e) That where dust is a problem, the Company is not responsible for the washing or wiping down of equipment.
10. Where other Contractors are also involved, it is assumed that their programmes will be such as to permit our work to be carried out with continuity at the site. Should it be subject to delays or required to make a return visit to the site this will involve additional costs.
11. The Company shall not be liable for the cost of rectifying or putting right discrepancies faulty or improper assembly, where the customer carries out his own installation or maintenance work unless authorised by the Company in writing.
12. The Company shall not be liable for any consequential damage to property or person.
13. The acceptance of any Tender includes the acceptance of the foregoing terms and conditions. The Company shall not be bound by any conditions contained in a Customer's order form if they are inconsistent with the foregoing terms and conditions, and where there is any conflict between the Customer's conditions of purchase and these conditions of sale, then these terms shall prevail. Any special terms and conditions must be brought to our notice, including any matter not covered by our terms and conditions of sale.
14. The Company reserves the right to change and improve the design of some or all of the component parts included in the Tender and thereafter supplied accordingly, and undertakes that any such changes will not adversely effect performance for the purpose for which it is designed.
15. Copyright. All estimates, drawings, designs, plans or models prepared by the Company for the customer's information remain the property of the Company and are copyright. They must not in whole, or in part, be submitted to or copies or otherwise made use of by any other party without the Company's prior written permission.
16. Arbitration in regard to matters not covered by these conditions any dispute to be subject to English law. If any dispute or difference shall arise between the Customer and the Company in relation to, or in connection with the Contract the same shall be referred to Arbitration in accordance with the Arbitration Act 1979 or any statutory re-enactment thereof before an arbitrator nominated by the President for the time being of Devon & Exeter Law Society.
17. Cancellation will only be accepted by the Company on condition that all costs and expenses incurred by the Company up to the time of cancellation and all loss of profits and other loss or damage resulting to the Company by reason of such cancellation will be reimbursed by the customer to the Company's forthwith.
18. Guarantee: The Company guarantees for a period of three hundred and sixty five (365) days from the date of installation or three hundred and ninety five (395) days from the date of shipment whichever shall occur first. All equipment manufactured by us be free from defects in workmanship and materials and that, if the equipment or any part thereof is returned to us, transportation costs prepaid, within the periods specified above and if our examination discloses to our satisfaction that the said equipment or part thereof has been defective in workmanship we will deliver to the purchaser without charge. FOB factory, parts of first class workmanship ad material in exchange for any parts so found to be defective and our obligation is limited to said exchange. This guarantee is in Lieu of all other guaranteed, expressed or implied.
19. We will not be responsible for any damage, special or general in consequence of, or through the use of said parts or assemblies.

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