



WILL INTERNATIONAL LTD
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TRADING TERMS AND CONDITIONS

1. DEFINITIONS AND EFFECT OF CONDITIONS

- (a) The Company means WILL INTERNATIONAL LIMITED
- (b) These conditions shall apply to and be incorporated into every agreement between WILL INTERNATIONAL LIMITED and any person, firm or company ("the customer") under which the Company supplies goods or services at the request of the Customer.
- (c) These conditions shall take precedence over any conditions of the Customer and shall not be varied without the written consent of a Director of the Company.
- (d) References to "goods" include the supply of any services to be supplied by the Company to the Customer.
- (e) "Agreement" means the agreement between the Company and the Customer for the sale of goods and/or the supply of services.

2. DELIVERY

- (a) Any delivery dates quoted whether verbally or otherwise are estimates only and in regard to any such date time shall not be of the essence.
- (b) Delivery of the goods to the Customer's address or any other place stipulated by her shall constitute delivery and the risk therein shall pass upon such delivery to the Customer.
- (c) The Company shall be entitled to make partial deliveries by instalments and these conditions shall apply to each partial delivery.
- (d) Delivery and additional handling costs incurred by the Company cannot be cancelled or adjusted by the Customer without the Company's written consent.

3. FORCE MAJEURE

The Company shall not be deemed to be in breach of any of its obligations under the agreement or otherwise be liable to the Customer due to any delay in performing or any failure to perform any such obligations by reason of any cause or event beyond the Company's control (including without limitation breakdown of plant or machinery, strike or industrial, dispute, shortage of materials or failure of or delay in receiving supplies, act of war (whether declared or not), Act of God, or any law regulation of any government or any local or municipal authority. If any such event continues for more than 28 days the Company may terminate the agreement forthwith by written notice to the Customer without prejudice to the accrued rights of either party.

4. PRICE

- (a) Unless otherwise stated any prices quoted by the Company are
 - (i) exclusive of value added tax and any other taxes.
 - (ii) exclusive of carriage, packing and insurance.
 - (iii) exclusive of any release certificates and the Company shall charge extra in respect of the above items.
- (b) Prices quoted are those current at the time of quotation and the price payable by the Customer shall be that which is current at the time of delivery to the Customer.
- (c) Where agreed call off's are not adhered to by the Buyer, the Company reserves the right to

- amend the price structure in accordance with the quantities delivered.
- (d) Prices agreed on sales confirmation cannot be adjusted or changed without the prior written content of the Company.

5. PAYMENT

- (a) The price is payable on demand but in any case must not be paid later than 30 days from date of invoice.
- (b) The Company reserves the right to suspend deliveries where payment is not received in accordance with paragraph (a) of this clause or in accordance with any alternative items of payment agreed in writing.
- (c) Where payment is not made in accordance with the terms of paragraph 5(a) hereof the Customer shall pay interest on any unpaid amounts calculated at 3% above Bank of England's base rate for the time being in force calculated on a daily basis.
- (d) No cash or other discount is allowed unless agreed in writing.
- (e) If the Company is able to deliver some items comprising the goods the subject of an agreement but unable to deliver all such items due to cause beyond its control (including but not limited to the examples referred to in Condition 3 hereof) the Customer shall pay for such items as are delivered.

6. TELEPHONED ORDERS

The Customer agrees to send to the Company a written order in confirmation of any telephoned orders duly marked with any confirmation reference given by the Company, otherwise, the Company cannot accept liability for any duplication of delivery that may occur.

7. TITLE OF GOODS

- (a) Even though the goods may have been delivered and the Customer may be responsible for any loss or destruction of or damage to the goods and notwithstanding any other provision of these Conditions, the legal and beneficial ownership of the goods shall remain with the Company until the Company has received payment in full of :-
- (i) all sums payable to the Company in relation to the agreement, and
- (ii) all other sums due from the Customer to the Company when, the sums referred to in (i) are paid, in respect of the supply of any other goods or services.
- (b) Until the Customer becomes the owner of the goods in accordance with 7(a) the Customer shall :-
- (i) hold the goods as fiduciary agent and bailee for the Company who may, at any time and without prior notice, require the Customer to deliver up the goods to the Company (whether or not they form part of or are affixed to any other item) and, if it fails to do so immediately enter the premises where the goods may be situated with its representatives and appropriate transport and repossess the goods;
- (ii) not, except in accordance with condition 7(c), sell, part with possession of, use or do anything else inconsistent with the Company's ownership of any the goods and shall ensure that they are not affixed to any land or building, are kept separate from any other item, properly stored and protected and clearly identified as the Company's property, and are insured to their full replacement value against all normal comprehensive risks.
- (c) Until ownership of the goods passes to the Customer provided that it complies with the agreement the Customer may sell the goods in the ordinary course of its full market value.
- (d) After the Company has repossessed any goods it may sell them and the proceeds of sale shall belong to the Company absolutely and the Customer shall have no right or interest in those proceeds. If the net proceeds received by the Company are less than the amount payable to it in relation to the agreement it may recover the balance from the Customer.
- (e) The Customer shall become responsible for any loss or destruction of or damage to any goods on their delivery.
- (f) All insurance proceeds receivable by the Customer in respect of the goods shall be held in trust by the Customer for the Company in a separate account and first be applied in or towards discharging any sums payable under the agreement.
- (g) Even if ownership of the goods has not passed to the Customer the Company may recover all sums payable to it in relation to the agreement.

8. DRAWINGS etc

All drawings, descriptive weights, dimensions and the descriptions and illustrations contained in the sales literature and price lists are approximate only and not form part of this Agreement. In addition, drawings, technical documents issued either before or after the conclusion of this Agreement for the use or information of the Customer and such other information as maybe supplied to the Customer including specifications shall not be copied, reproduced or communicated by any third party without the Company's prior written consent.

9. LOSS OR DAMAGE IN TRANSIT

- (a) The Company shall not be responsible for damage to any of the goods or loss of the goods or part thereof in transit or for any discrepancy between the goods delivered and the contracted goods to the company unless the Customer gives written notice of a claim to the Company and to the carrier (as appropriate).
- (i) in the case of damage or discrepancy within 3 days after having received the goods and
- (ii) in the case of loss or shortage within 3 days of the date of delivery of the other goods under the relevant consignment.
- (b) If applicable the Customer will be asked to complete and submit the Company's Discrepancy Log form, from which an investigation into the alleged loss, discrepancy or damage shall be undertaken.

The Customer shall also be asked to sign a copy of the Company's carrier's delivery manifest as acknowledgement of receipt of goods. The Customer should inspect the goods carefully as an unqualified signature shall be deemed to signify the Customer's acceptance that the goods are in good condition.

10. WARRANTY

- (a) (a) If within 12 calendar months of their being delivered any defect in the goods is discovered which is directly due to faulty materials , or if a valid claim is made by the Customer under Condition 9 (a)(i) hereof, the Company will remedy the defect or damage by replacement.
- (b) The guarantee will be subject to the following conditions:-
 - (i) it shall not apply defect or damage resulting from any alteration or modification to the goods without the Company's prior written consent, incorrect storage, normal wear and tear, overloading, misuse, abnormal conditions of use, incorrect installation by anyone other than the Company, maintenance or repair not carried out by the Company, use which is not in accordance with the Company's or the manufacturer's instructions, any act or omission of the Customer or any third party or any fault in any other goods or equipment.
 - (ii) the Customer must complete and submit the Company's Returns Material Authorisation (RMA) form in relation to any such defect or damage of the goods. If it appears to the company from the information submitted on the RMA form that such defect or damage is covered by the warranty then a RMA number will be issued confirming the goods in question maybe returned, subject to verification by the Company after inspection of the goods. RMA numbers issued by the Company are valid for 10 days from the date of issue. After this period the RMA log is closed and a new RMA number must be obtained.
 - (iii) allegedly defective or damaged goods must be returned to the company carriage paid at its address stated overleaf, together with their original packaging and all related manuals and accessories. Please ensure that the goods/parcels in question are both packaged in the appropriate fashion and clearly labelled with the relevant RMA number. Failure to do so may result in the products/parcels being refused at our warehouse.
 - (iv) if the Customer makes any claim in relation to any goods falling outside the terms of the warranty, the Company may charge the Customer for the current charges relating to inspection and NFF fees information. The Customer must collect any returned goods within 5 days of notification that they are not covered by the warranty or on written instructions from the Customer, WILL INTERNATIONAL LIMITED will dispose of the goods. Failure to do so will result in the Customer having to pay storage charges of £2.00 plus VAT per unit for each day or part of a day from the end of that period until collection.
 - (v) the warranty shall apply to goods replaced or repaired under the warranty for the balance of the original guarantee period.

11. EXCLUSION OF LIABILITY

- (a) The warranty in Condition 10 will be in substitution for all other terms, warranties and conditions, express, or implied, statutory or otherwise in relation to the goods (except for the Company's title to them), which are hereby excluded to the fullest extent permitted by law.
- (b) Neither the Company nor its servants and agents will be liable in contract or in tort (including negligence) nor in any other way for any consequential or indirect loss, liability or damage or for any other claim for consequential compensation whatsoever (including loss of profit, costs or expenses or loss of data) arising howsoever from or in connection with the agreement or any breach or non-performance of any provision of it by the Company or any fault in or the supply, use, presence or resale of the goods.
- (c) Excluding the company's liability arising under Condition 10, all warranties or Conditions implied by law regarding the goods and without affecting Conditions 11(a) and (b), the aggregate liability of the Company whether arising in contract or tort (including negligence) or otherwise howsoever for any loss, cost, damage, injury or liability (whether consequential or indirect or otherwise) resulting from or in connection with the agreement or any such breach or other matter as is referred to in Condition 11(b) will be limited to an amount equal to the net invoice value of the goods.
- (d) The limitation on any exclusion from liability contained in these Conditions shall be subject to the provisions of section 2(1) of the Unfair Contract Terms Act 1977.
- (e) The Company shall not be liable for the loss or damage to the software programs during the repair or upgrade of any goods whether or not the same are under warranty.

12. RETURNED GOODS AND CANCELLATIONS

The Customer shall not return any goods (except in accordance with Condition 10) or cancel any orders without the Company's previous written consent. Such consent will not be given where goods have been specially purchased by the Company to meet the Customer's requirements. If the Company in its discretion gives consent, it reserves the right to make a cancellation charge of 25% (or such higher percentage as may be notified to the Customer before or when such consent is given by the Company) of the contract price of the goods concerned plus VAT.

13. COPYRIGHT, PATENTS, TRADE MARKS AND INTELLECTUAL PROPERTY RIGHTS

- (a) The Customer acknowledges that rights in respect of trade marks, trade names, copyrights, patents and other intellectual property rights connected with the goods do not pass to the Customer.
- (b) The Customer agrees to indemnify the Company against all liabilities, costs and expenses, which the Company may incur as a result of work done in accordance with the Customer's specifications, which involve infringement of any patent or other propriety right.

14. SUBCONTRACTING

The Company reserves the right to sub-contract any part of any work or supply of any goods or services.

15. CONSTRUCTION AND USE

The Company shall not be responsible for adapting or modifying any goods to conform to statutory requirements not current at the time of the acceptance or order.

16. HEADING

The headings of these conditions are for convenience only and shall have no effect on the interpretation thereof.

17. TERMINATION

The Company shall be entitled by notice in writing to terminate any agreement without prejudice to any claim or right, the Company may otherwise make or exercise where,

- (a) the Customer is in breach of any term, condition or provision of this agreement or required by law.
- (b) the Customer shall go into liquidation (except for the purpose of reconstruction) or if any petition or resolution to wind up the Customer shall be presented or if a receiver is appointed of the Customer's undertaking property of assets or if a distress shall be levied upon any of the Customer's property or if the Customer shall commit any act of bankruptcy.

18. JURISDICTION

The agreement shall be governed by any construed in accordance with English Law and the Courts of England shall have jurisdiction to hear all disputes arising in connection with the agreement.

19. SET OFF

The Company shall be entitled but not obliged at any time to set off any sum payable by or any liability of the Customer against any sum payable by or liability of the Company to the Customer (in either case whether arising under the contract for the supply of the goods or otherwise howsoever and whether any such liability is present or future, liquidated or unliquidated and irrespective of the currency or is denomination) and may for such purpose convert or exchange any currency. Any exercise by the Company of this right shall be without prejudice to its other rights under the contract relating to the supply of the goods.

*This contract supersedes any previous contracts between the two parties, i.e. the Company and the Customer.