

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

The terms and expressions used in these Terms and Conditions shall have the meanings set out below:

'Acceptance Date' means the date on which the Authorised Officer has accepted the Goods in accordance with clause 13 below.

'Acceptance' means that the WEAs Authorised Officer has accepted the Goods as meeting the requirements of the Contract.

'Authorised Officer' means Our employee authorised either generally or specifically by Us to sign Our Purchase Order.

'Authorised' means signed by One of Our Authorised Officers.

'Business Day' means any day other than a Saturday or Sunday or a public or bank holiday in England.

'Contract Period' means such period as set out in the Contract or as otherwise may be agreed between the parties from time to time.

'Contract' has the meaning given in clause 4 below.

Goods shall be of the quality and standard which a prudent contractor would reasonably and ordinarily be expected from a skilled and experienced contractor engaged in the supply of Goods similar to the Goods under the same or similar circumstances as those applicable to the Contract.

'Goods' means the materials, articles, works and services described in the Contract.

'Installation' means the installation of the Goods in the designated location and into the operating environment specified by Us at the site and 'Install' shall be interpreted accordingly.

'Intellectual Property Rights' means patents, copyright, registered and unregistered design rights, models, trade marks (whether or not registered), database rights, rights in know-how and confidential information and all other intellectual and industrial property rights and similar or analogous rights existing under the laws of any country and all rights to apply for or register such rights.

'Liabilities' means all costs, actions, demands, expenses, losses, damages, claims, proceedings, awards, fines, interest and costs of litigation.

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- 6.1. You shall not alter any of the Goods except as directed by Us but We shall have the right from the execution of the Contract up to the date of despatch of the Goods, to direct You ~~written~~ notice to add to or omit, or otherwise vary the Goods, and You shall carry out such variations and be bound by the same terms and conditions set out in the Contract so far as is applicable, as though the said variations were stated in the Contract.
- 6.2. In the event that any variation of the contractual requirement in accordance with clause 6.1 above would occasion an amendment to the Price, You shall within seven (7) Business Days of receipt of such notification, advise Us in writing of the impact ~~on Price~~ and/or previously agreed Delivery Date. Any such proposed amendment shall be ascertained at the same level of pricing as that contained in Your tender or quote, as applicable. Any proposed change to the Delivery Date shall give the reasons for such ~~change~~.
- 6.3. If in Your opinion any such variation in accordance with clause 6.1 above is likely to prevent You from fulfilling any of Your obligations under the Contract, You shall notify Us in writing immediately, whereupon We shall confirm to You within a maximum of ten (10) Business Days whether or not the said variations shall be carried out. Until We confirm such variation instructions in writing thes in ha

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- 8.2.3. Information security rules;
 - 8.2.4. Whistle-blowing and/or confidential reporting policies; and
 - 8.2.5. All site rules relevant to the fulfilment of Your obligations.
- 8.3. You shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether age, race, gender, religion, disability, sexual

of payment of the premiums. Your failure to maintain such insurance shall be treated as a material breach of the Contract and shall give Us the right to terminate the Contract in accordance with clause 30.

11. PROGRESS AND INSPECTION

- 11.1. You shall at Your expense provide any programmes of manufacture and delivery that We may reasonably require.
- 11.2. You shall notify Us, in writing, without delay if Your progress falls behind or may fall behind any of these programme and the Delivery Date
- 11.3. We shall have the right to check progress at Your works or the works of Your subcontractors at all reasonable times, and to inspect and reject Goods that do not comply with the Contract. Your subcontracts shall reserve such rights for Us.
- 11.4. Any inspection or approval shall not relieve You from Your obligations under this Contract.

12. DELIVERY

- 12.1. The Goods shall be delivered in accordance with any Delivery Instructions. If no time for Delivery is stated in the Delivery Instructions Goods shall be delivered between 9 a.m. and 5 p.m. on a Business Day.
- 12.2. Time for Delivery of the Goods shall be of the essence.
- 12.3. Where the Goods are delivered by You, the point of delivery shall be when they are removed from the transporting vehicle and delivered in accordance with the Delivery Instructions. Where the Goods are collected by Us from You, the point of delivery shall be when they are loaded onto Our vehicle.
- 12.4. Except where otherwise provided in the Contract, Delivery shall include the uploading or stacking of the Goods by You at such places We may direct in the Contract.
- 12.5. The issue by Us of a notice of receipt for the Goods shall not constitute any acknowledgement of the condition or nature of those Goods.
- 12.6. All Goods must be properly packaged to survive transit without damage, clearly and legibly labelled and addressed. We shall not be liable to pay for any pallets, packages or containers in which the Goods are supplied. All packaging must be clearly marked to show to whom it belongs. Any packaging that You require returning will be done so at Your cost and risk.
- 12.7. Where specified in the Contract, You shall be responsible for the removal and disposal of all packaging associated with the Goods in accordance with the law at Your own expense.
- 12.8. Unless expressly agreed to the contrary, We shall not be obliged to accept delivery by instalments. If We do not specify or agree to delivery by instalments, delivery of any one instalment not in accordance with the Delivery Instructions shall without prejudice to any other rights or remedies of Us, entitle Us to terminate the whole of any unfulfilled part of the Contract without further liability to You.
- 12.9. If You at any time become aware of any act or omission, or proposed act or omission by Us which prevents or hinders, or may prevent or hinder You from supplying the Goods in accordance with the Contract, You shall inform Us in writing.
- 12.10. We retain You for the supply of Goods on a non-exclusive basis unless stated otherwise in the Contract.

12.11. Delivery shall be to the Premises, as set out in the Delivery Instructions.

13. ACCEPTANCE

- 13.1. We shall have the right to reject the Goods in whole or in part whether or not paid for in full or in part within a reasonable time of delivery if they do not conform to the requirements of the Contract.
- 13.2. We shall not be deemed to have accepted any Goods until We have had reasonable time after Delivery to conduct a full and thorough inspection of the Goods. We shall conduct such an inspection within seven (7) Business Days of receiving the Goods and shall notify You in writing of our acceptance following inspection. The date of such notice shall be the Acceptance Date.
- 13.3. Notwithstanding clause 13.2 above, We shall retain the right to reject the Goods following the discovery of any latent defect not apparent on an initial inspection of the Goods.
- 13.4. It is agreed that We may exercise the right of rejection notwithstanding any provision contained in section 11 or section 15A or section 30 (subsections 2A and 2B) or section 35 of the Sale of Goods Act 1979.
- 13.5. We shall give You a reasonable opportunity to replace the Goods with new Goods that conform to the Contract, after which time, We shall be entitled to cancel the Contract and purchase the nearest equivalent Goods elsewhere. In the event of cancellation under this clause You shall promptly repay any monies paid under the Contract without any retention or offset whatsoever. Cancellation of the Contract under this clause shall not affect any other rights We may have.
- 13.6. You must collect all rejected Goods within a reasonable time of rejection or We shall return them to You at Your risk and expense.

14. LATE DELIVERIES

- 14.1. If the Goods or any part of them are not delivered by the time or times specified in the Contract then We may by written notice cancel any undelivered balance of the Goods. We may also return for full credit and at Your expense any Goods which in R0 -1.uTJ 0.refcon oiB1etur

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replacement parts will be available, or to which third party source You intend to provide drawings, patterns, specifications and other information.

19.5. If during the stipulated period set out in clause 19.2 You or Your contractor either:

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and as a direct result of the attachment or installation being made by Us (other than where such attachment or installation has been made with Your approval).

22. TRAINING

25. HAZARDOUS GOODS AND SAFETY

- 25.1. Where the Goods comprise or include substances hazardous to health, You shall supply to Us on or before delivery with all data necessary to allow Us to form a suitable and sufficient assessment of the attendant risks and of the steps which need to be taken in order to meet the requirements of all relevant statutory regulations.
- 25.2. You shall observe all legal requirements of the United Kingdom, European Union and relevant international agreements in relation to health, safety and environment, and in particular to the marking of hazardous goods, the provision of data sheets for hazardous materials and all provisions relating to food.

26. ARTICLES ON LOAN AND USE OF INFORMATION

- 26.1. All tools, materials, drawings, specifications and other equipment and data (the Articles) loaned by Us to You in connection with the Contract shall remain always Our property.

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- 27.3.1. require You to repair the Goods or to supply replacement Goods in accordance with the Contract as soon as reasonably practicable and in any event within ten (10) Business Days of a request to do so; or
- 27.3.2. subject to clause 13, treat the Contract as discharged by Your breach and require repayment of a proportion of the Price which has been paid together with payment of any additional expenditure over and above the Price reasonably incurred by Us in obtaining replacement Goods.
- 27.4. You further warrant that You will make good at Your expense any defect in the Goods that arises during the first twelve months of actual use or 18 months from the Acceptance Date, whichever period shall expire first. Such defects may arise due to Your faulty design, Your erroneous instructions as to the use or inadequate or faulty materials or workmanship or any other breach of Your obligations whether in the Contract or at law.

28. ASSIGNMENT AND SUBCONTRACTING

- 28.1. The Contract shall not be assigned by You nor subcontracted as a whole. You shall not subcontract any part of the Contract without Our written consent, such consent shall not be unreasonably refused. The restriction contained in this clause

- 30.1.1. You are convicted of a criminal offence (other than a minor motoring offence); or
 - 30.1.2. You cease or threaten to cease to carry on Your business; or
 - 30.1.3. There is genuine belief that We will incur reputational damage as a result of the Contract continuing; or
 - 30.1.4. You are in breach of any of Your obligations under this Contract that is capable of remedy and which has not been remedied to Our complete satisfaction within ten (10) Business Days or such other reasonable period as may be specified by Us after issue of a written notice specifying the breach and requesting it to be remedied; or
 - 30.1.5. There is a material or substantial breach by You of any of Your obligations under the Contract which is incapable of remedy; or
 - 30.1.6. You commit persistent minor breaches of this Contract, whether remedied or not.
- 30.2. We reserve the right to terminate the Contract in part in the case of termination under Conditions 30.1.4, 30.1.5 and 30.1.6.
- 30.3. Notwithstanding the above, We reserve the right to terminate the Contract at will providing We have given You thirty (30) Business Days written notice of Our intention to terminate.

31. CONSEQUENCES OF TERMINATION

- 31.1. If this Contract is terminated in whole or in part We shall:
- 31.1.1. be liable to pay to You only such elements of the Price, if any, that have properly accrued in accordance with the Contract or the affected part of the Contract up to the time of the termination;
 - 31.1.2. be entitled to deduct from any sum or sums which would have been due from Us to You under this Contract or any other Contract and to recover the same from You as a debt any sum in respect of any loss or damage to Us resulting from or arising out of termination of this Contract. Such loss or damage shall include the reasonable cost to Us of the time spent by Our officers in terminating the Contract and in making alternative arrangements for the supply of Goods or any part of them; and/or
 - 31.1.3. where termination arises under clause 30.1.7, We agree to pay to You any direct costs reasonably incurred by You due to early termination, subject to Our maximum liability provision in clause 32; and
 - 31.1.4. in the event that any sum of money owed by You to Us (Your debt) exceeds any sum of money owed by Us to You (Our debt) under the Contract then We shall, at Our sole discretion, be entitled to deduct Your debt from any of Our future debt or to recover Your debt as a civil debt.
- 31.2. Upon termination of the Contract for any reason, subject as otherwise provided in this Contract and to any rights or obligations which have been accrued prior to termination, neither party shall have any further obligation to the other under the Contract.

32. RIGHTS OF CANCELLATION

- 32.1. In addition to Our rights of termination under these terms, We may cancel the Purchase Order and any Purchase Order Amendment at any time by sending You written notice of termination. You shall comply with any such instructions that We may issue with regard to the Contract. If You submit a claim for compensation following termination (Termination Claim) then We shall consider such claim and shall pay You the cost of any commitments, liabilities or expenditure

which in Our reasonable opinion are a direct consequence of the termination. You shall be required to mitigate any such losses and Our maximum liability under the Contract shall not exceed the Price stated in the Contract.

- 32.2. If You fail to submit a Termination Claim within thirty (30) Business Days of the date of Our notice of termination then We shall have no further liability under the Contract.

33. DISPUTE RESOLUTION

- 33.1. If any dispute or difference shall arise between the parties in connection with or arising out of the Contract then either party may give the other seven (7) Business Days notice to resolve the dispute or difference through an Alternative Dispute Resolution (ADR) procedure as recommended by the Centre for Dispute Resolution. If the matter has not been resolved by an ADR procedure within fifty six (56) Business Days of such notice having been received, or if the other party will not participate in the ADR procedure, then the dispute or difference shall be referred to Arbitration in accordance with clause 33.2 below.
- 33.2. If any dispute or difference which may arise between You and Us in connection with or arising out of the Contract is to be referred to ADR but is not so resolved as specified in clause 33.1 then either party shall give to the other ten (10) Business Days written notice to that effect and such dispute or difference shall be referred to a single Arbitrator agreed between the parties within ten (10) Business Days after the date of the said written notice or in default of agreement as may be nominated by the president for the time being of the Chartered Institute of Arbitrators

34. GOVERNING LAW

- 34.1. The Contract and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of England.

35. ANTI-BRIBERY

- 35.1. You shall comply with all applicable laws, statutes, regulations, and codes relating to anti bribery and anticorruption including but not limited to the UK Bribery Act 2010 and promptly report to Us any request or demand for any undue financial or other advantage of any kind received by You in connection with the performance of the Contract.

36. THE CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999

- 36.1. Nothing in the Contract is intended to confer on any person any right to enforce any term of this Contract which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999 or any statutory modification or enactment thereof.

37. WAIVER

- 37.1. A failure at any time to enforce any provision of the Contract shall in no way affect the right at a later date to require complete performance of the Contract, nor shall the waiver of the breach of any provision be taken or held to be a waiver of any subsequent breach of the provision or be a waiver of the provision itself.

38. SEVERENCE

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