

World Web Designs
Terms & Conditions of Trading

World Web Designs

Terms and Conditions applicable to the Sale of Goods and the Supply of Goods & Services

1.0 Preamble

1.1 These paragraphs and/or clauses set out the terms and conditions upon which World Web Designs (hereinafter termed 'the seller' or 'the supplier') agrees to sell goods or supply goods and/or services to the customer or client (hereinafter termed 'the buyer') (the seller and the buyer together hereinafter termed 'the Parties') and the terms and conditions upon which the buyer agrees to purchase, accept or otherwise utilise or benefit from and/or pay for the goods and or services so sold or supplied.

1.2 These terms and conditions are additional to the relevant clauses of the Sale of Goods Act 1979 as amended and the Supply of Goods and Services Act 1982 as amended, save where as the Law permits such terms and conditions are changed or amended by these terms and conditions. The Parties agree that the laws of England shall govern the construction, interpretation and performance of this Agreement and agree to submit to the non-exclusive jurisdiction of the courts of England. The clauses and sub-clauses of this Agreement are severable: if any paragraph, clause or sub-clause is held to be invalid or unenforceable by any court of competent jurisdiction, then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining paragraphs, clauses, sub-clauses or the identifiable parts of such paragraphs, clauses or sub-clauses.

1.3 No variation in these terms and conditions shall be applicable unless such variation is made in writing and is endorsed as having applicability and signed by a competent director of each of the Parties and appended to the order form relevant to the agreement for the sale of goods and/or supply of goods and services between the Parties in advance of such sale or supply. The Parties agree that save where a variation is made as above described these terms and conditions shall apply expressly to the sale of goods and/or supply of goods and services described in the order form overleaf. For the avoidance of doubt, by signing the order form on the frontispiece of this document, the Buyer agrees to purchase, accept or otherwise utilise or benefit from and/or pay for the goods and or services specified and the Seller or Supplier agrees to sell the specified goods or to supply the specified goods and/or services to the Buyer on these terms and conditions which shall be in substitution for and not in addition to any conditions which may be attached to the Buyer's order or orders from time to time.

2.0 Description and Transfer of Property etc and Payment

2.1 Save where otherwise expressly defined and/or specified in the frontispiece, the description of the goods and/or services made overleaf is for the express purpose of identification only and the use of such description shall not constitute a contract of sale or supply by description. Likewise, the provision of a sample or samples of the goods or demonstration of the services in advance of a contract is for the purpose of illustrating products, goods or services and such sample or samples or demonstration shall not constitute a

contract for sale or supply by sample or demonstration. The descriptions and illustrations contained in marketing and publicity literature, other advertising material and price lists are intended merely to present a general idea of the goods and services described therein and shall not form a part of the contract unless specifically incorporated therein.

2.2 The goods shall be delivered by the Sellers to the delivery address specified by the Buyers overleaf. Likewise services shall be provided by the Sellers to the Buyers at the address or other location described overleaf. Neither the delivery date specified for goods nor the commencement or completion date or dates specified for the supply or provision of services is a condition of sale unless expressly stated to be such in strict accordance with Clause 1.3 above. If the goods are not delivered within 21-days from the date of invoice or within the time specified overleaf, the Buyers shall notify the Sellers in writing within 2 working days of such non-receipt. The Sellers will not accept liability for claims or complaints for non-delivery of goods made outside this time limit. The Buyers shall inspect the goods immediately on the arrival thereof and shall within 2 working days from such inspection give notice to the Sellers in writing of any matter or thing by reason of which it is alleged that the goods are not in accordance with the contract. Likewise the Buyers shall notify in writing the Sellers and their carriers separately of any damage or delivery error within 2 working days of the date on which the delivery or part-delivery took place. In the event that the Buyers shall fail to give such above stipulated notice, the goods shall be deemed satisfactory in all respects in accordance with the contract and the Buyers shall be bound to accept and pay for the same accordingly.

2.3 In the case of services provided or supplied by the Sellers to the Buyers, the Buyers shall monitor the supply or provision of such services and shall inform the Sellers immediately if such supply or provision does not commence as described overleaf and/or within 2 working days of any concern they have or may have with the provision or supply of services.

2.4 Notwithstanding that the risk of loss or damage to the goods passes to the Buyer on delivery, full legal ownership of the goods shall not pass to the Buyers until the goods have been paid for in full. Likewise where the contract calls for the supply of goods and services to those goods (e.g., for the avoidance of doubt the fixing, attaching, installing, combining etc of products or goods to items, materiel, equipment, plant etc (whether owned by the Buyer or by a third party) by means of services) or services to facilitate the proper and effective use or application of such goods (e.g., training and/or other instruction whether in use or application or whatever), full legal ownership of the goods forming a part of that contract shall not pass to the Buyer until both the goods and services have been paid for in full. Goods (whether sold under a contract of sale or supplied as part of a contract for the supply of goods and services) that have not been paid for in full (including payment of the services element provided under the contract) shall whilst in the Buyer's possession or in the possession of a third party such as but not restricted to a client of the Buyer be held by the Buyers as the Seller's bailee. The Sellers shall be entitled to require the Buyers to redeliver to them at any time any goods which are in the Buyer's possession or that of a third party and in respect of which payment in full as above defined has not been made, or at the Seller's option to enter the Buyer's premises or those of a third party for the purpose of recovering such goods or to place a lien upon goods sufficient to discharge the Buyer's debt to the Seller. In all but not restricted to such circumstances, the Buyer shall indemnify the Seller for any claims that may arise from:

2.4.1 Any loss or damage to the goods in its possession or that of a third party,

2.4.2 As a result of any action that the Seller may take or initiate under this Clause to recover its property from a third party or to place a lien upon any such goods whether in the possession of the Buyer or a third party,

2.4.3 And any dispute that it may have with any third party regarding or otherwise concerning the Seller's supply of goods and services

The Buyer shall pay the Sellers' invoices irrespective of any such events, subject always to Clause 4 below.

2.5 The Buyer agrees by these means to pay in full for the goods and/or services supplied under this contract within 14-days of the date of invoice, together with the Value Added Tax at the rates being in force at that time. The Buyer understands and accepts by these means that the Seller shall apply the Late Payment of Commercial Debts (Interest) Act 1998 automatically to any and all payments received other than within 14-days of the date of invoice. Payment shall be made to the Sellers at the address shown on the Seller's invoice unless arrangements for direct bank transfer have been agreed. Payment by post is at the Buyer's risk and proof of postage shall not be accepted as proof of payment or of delivery of payment by a given date. The Parties agree that goods are not offered on a sale or return basis.

2.6 The price charged by the Sellers to the Buyers for the goods and/or the supply of services shall be that stated overleaf save only that where the cost to the Sellers of performing their obligations under the contract shall be increased or reduced by reason of the making or amendment of any applicable law, order, regulation, byelaw or effective code-of-conduct having the force or impact of law that shall affect the performance of the Seller's obligations under the contract, the amount of such increase or reduction shall be added to or deducted from the contract price as the case may be.

3.0 Warranty, Time and Liability

3.1 The Sellers warrant that the goods sold or supplied have been manufactured in a good and workmanlike manner, that only materials of an appropriate quality have been employed, that the goods are fit for the purpose or purposes specified overleaf and that the technical composition, standards of material, contents and manufacture meet or exceed the Buyer's specifications stated overleaf as agreed by the Suppliers by means of this contract. If any fault due to bad workmanship or faulty materials is proved reasonably in accordance with Clause 4 below and the goods are returned to the Sellers within one month of the purchase thereof, the Sellers will at their own cost and at their absolute discretion replace the faulty goods. Likewise, the Sellers warrant that any services supplied or provided by them whether in connection with the supply or sale of goods or not shall be provided with the reasonable care and skill to be expected from a professional and technical firm in the industry but in no case less than reasonable care and skill. If any fault due to bad workmanship is proved reasonably in accordance with Clause 4 below, the Sellers will at their own cost and absolute discretion cause such work to be re-done to a satisfactory standard.

3.2 Save where the contract overleaf in strict accordance with Clause 1.3 above expressly states that time is of the essence or specifies a time or date for the sale of goods or the supply of goods and/or services, the Seller warrants that it shall sell the goods or supply the services etc in a reasonable time only and the Buyer agrees by these means that failure of the Seller to

deliver the goods or supply the services in such reasonable time shall not negate the contract save only where such time is specified, of the essence and agreed as such by the Parties in strict accordance with Clause 1.3 above. The Seller shall not be responsible and shall incur no liability whether consequential or otherwise as a result of any failure to deliver the goods or supply the services within any specified timescale. For the avoidance of doubt and notwithstanding the aforementioned terms and conditions, the Seller agrees to use its best efforts to meet the Buyer's required timescales in all reasonable circumstances and shall reasonably keep the Buyer apprised of all likely or foreseeable delays.

3.3 The Buyer agrees that it is its responsibility to ensure that the technical or other material specifications overleaf are in all respects correct, complete and adequate for the purposes intended and for the safety of all persons including the general public whether concerning goods or services and by these means indemnifies the Seller against all claims whether from third parties or others resulting in whole or part from the failure of the aforementioned specifications to be correct, complete, adequate and safe or any combination thereof. In turn, the Seller undertakes to use its best efforts to ensure that the goods sold and/or services supplied meet or exceed the specifications stated overleaf and shall provide performance figures and estimates based upon its experience and the expertise and experience of their suppliers and/or product manufacturers. The Seller shall not be liable for consequential damage alleged to arise out of the use of the goods or the supply of services nor for any failure of the goods, products or services supplied if these are not used for the purpose intended and specified overleaf. Likewise, the Seller shall not be liable in any way where the Buyer has failed to follow the Seller's reasonable recommendations for use and/or application and the like, whether of goods or services. In the event that the Seller shall provide services of instruction or training to the Buyer or its agents, employees or contractors in the application or servicing or other use of products or goods as a part of this contract, failure of the Buyer et al to follow the Seller's instructions or training shall invalidate any warranty whether stated or implied of the Seller and the Seller shall not be liable in any way for any damage or losses whether consequential or otherwise howsoever resulting from the use, application or servicing of the goods or products.

3.4 The goods are sold and services or advice rendered whether or not in connection therewith (whether before or after such a sale) upon such terms that save to the extent of replacements under Clause 3 hereof neither the Sellers nor their servants shall be liable for breach of contract, negligence, breach of statutory duty or otherwise for any personal injury (unless caused by the Seller's negligence within the meaning of the Unfair Contract Terms Act 1977) or for any loss or loss of production or damage (howsoever such loss or loss of production or damage be caused) suffered by the Buyers or any other person and arising out of or in connection with the design, manufacture, sale, delivery (or failure to deliver or delay in delivery) installation, stoppage, repair or adjustment or faulty working or unsuitability of any goods sold (including replacements) or the use thereof of any advice or services rendered in connection therewith. The Buyer shall indemnify the Seller and its servants against any claims in respect of any such injury (unless cause by negligence as aforesaid), damage, loss or loss of production or any loss of or damage to any person or material in the course of using or being processed by the goods.

3.5 The Seller's liability in respect of any defect in the goods supplied or for any loss, injury (unless caused by negligence as defined in the Unfair Contract Terms Act 1977), or damage attributable thereto is limited to

making good by replacement or repair such defects which, under proper use and storage and excluding fair wear and tear, appear therein and arise solely from faulty materials and workmanship within a period of one month after the date such goods have been delivered. The Seller's liability identified in these Conditions of Sale shall exclude and be accepted in place of any conditions or warranty as to the goods or their fitness for any particular purpose, whether implied by law or otherwise and any collateral warranty whenever given, unless in writing in strict accordance with Clause 1.3 and in addition to the exclusion of any other remedy, whether arising by reason of breach of contract, negligence, breach of statutory duty or howsoever otherwise.

3.6 The Seller shall not indemnify the Buyer against any claim for infringement of letters patent, registered design, trademark or similar industrial property right arising out of the use or sale of any goods by the Seller to the Buyer.

3.7 Nothing in these terms and conditions shall exclude, restrict, prevent or prohibit the Seller's liability for death or personal injury to any persons whether the Buyer, third parties or the general public which results from the negligence of the Seller.

4.0 Disputes

4.1 In the event of disputes and disagreements concerning this Contract or any other related factors the Parties agree to use their best efforts to resolve such immediately between themselves at Company Director level.

4.2 Failing such immediate resolution, the Parties agree to avoid recourse to the Law and thus to use the services of a Conciliator or Mediator to be nominated by the Chartered Institute of Arbitrators or the Chartered Management Institute.

4.3 In the event that such mediation is unsuccessful the Parties further agree to submit to arbitration in accordance with the Arbitration Act 1996, again using the services of an Arbitrator nominated by the Chartered Institute of Arbitrators or the Chartered Management Institute.

4.4 The Parties agree by these means jointly and severally to meet the reasonable costs of the Conciliator, Mediator or Arbitrator nominated as above and shall undertake to provide such advance fees and expenses as may reasonably be required by such Conciliator, Mediator or Arbitrator on demand.