

## General Terms and Conditions

### 1. Definitions

The Company:	Willings Services Limited or WSL.
The Customer:	The person, company or other body purchasing the Goods from the Company pursuant to the Contract.
The Conditions:	The standard terms and conditions of sale set out in this document.
The Repair work:	The work to be carried out by the Company for the Customer.
Normal Working Hours:	8.30am to 5pm on a working day.
Working days:	Monday to Friday, excluding Bank or other Public holidays.

### 2. General

- 2.1 All contracts of sale made by the Company shall be deemed to incorporate these terms and conditions, which shall prevail over any other terms from the Customer.
- 2.2 All orders are accepted and goods supplied to the following express terms and conditions of sale. Any order placed by a Customer shall constitute an offer of contract upon these express terms and conditions.
- 2.3 Any typographical, clerical or other error or omissions in any sales literature, quotation, price list acceptance of offer, despatch note, invoice or other document or information (whether written or oral) issued by the Company shall be subject to correction without liability on the part of the Company.
- 2.4 Price lists, catalogues and other advertising medium used by the Company are intended only as an indication as to price and range of goods offered and no descriptions, prices or other particulars contained therein shall be binding on the Company.
- 2.5 The Company reserves the right to make any changes in the specifications of Goods which are required to conform to any applicable safety or other legal requirements or which do not materially affect their quality or performance.
- 2.6 To place an order for Repair work, the Customer must be lawfully capable of entering into and forming a valid contract in accordance with English law.

### 3. Placing an order

- 3.1 The Customer must provide a valid purchase order, clearly stating the Repair work required, the cost of the Repair work, the cost of shipment, invoice address, despatch address.
- 3.2 The Customer undertakes that all details provided to the Company for the purpose of purchasing the Repair work(s) are correct.
- 3.3 On placing an order with the Company, The Customer is making an offer to purchase the Repair work in accordance with these Terms and Conditions.
- 3.4 All orders are subject to availability and acceptance of the Repair work ordered, the Company is entitled to refuse any order placed by the Customer, see Acceptance.

### 4. Acceptance

- 4.1 Unless the Customer cancels the order in accordance with the Cancellation terms, acceptance of the Customers order and completion of the contract between the Customer and the Company will take place when the Repair work is shipped.
- 4.2 The Company reserve the right not to accept the Customers order. Such non-acceptance may result, for example, from the fact that a product ordered is out of stock or that we are unable to obtain authorisation for the Customers payment or that the Customer do not meet the terms of eligibility set-out in these terms and conditions.
- 4.3 Furthermore, the Company retain the right not to process a transaction at any time at the Companies sole discretion.

### 5. Shipment and Insurance

- 5.1 Unless stated on the quotation, the prices quoted for goods do not include packaging, delivery and transport charges. Information relating to shipping costs will be given at time of order.
- 5.2 Delivery dates quoted are estimates only and the Company shall not be responsible for any delays howsoever caused.
- 5.3 Repair work will be despatched to the delivery address as shown in the Customers purchase order. The Company and its courier service undertake to deliver to an address specified in the purchase order and not to a specific person.
- 5.4 The Company's chosen shipment method is via a national courier service and the Company strives to ensure that all Repair work is received the next working day from despatch.
- 5.5 The Company insures each consignment from the time of despatch until it is delivered to the Customer. The Customer will be asked to sign for the consignment at which point responsibility for the consignment will pass to the Customer.
- 5.6 The Customer must make provision for the consignment to be accepted i.e. to be in on the day of shipment. If there is no-one present at the address the Customer acknowledges and agrees that the courier service may;
  - a) At its discretion attempt to deliver the Consignment to a neighbouring address within a reasonable distance of the shipment address. If this occurs, a Customer Contact Card shall be left at the specified address, and the Customer agrees that such shipment shall constitute shipment to the address specified as the shipment address in the despatch documentation, or
  - b) Leave a Customer Contact Card at the specified address. If there is no response, the courier service will return the consignment back to WSL within a few days with a charge which is often double the original transportation costs. WSL reserves the right to pass all transportation costs on to the Customer.
- 5.7 The Company reserves the right to charge the Customer for any additional shipment costs incurred to:
  - a) Re-arrange shipment of Repair work that have been returned to WSL because no-one was present, or
  - b) To re-arrange for shipment of Repair work where the Customer provided incorrect delivery details.
- 5.8 There are ever changing areas of the world that for a variety of reasons such as war, government restrictions, natural disaster, etc. beyond our control that we are not able to ship to. WSL reserve the right to refuse shipment to such areas and apologise in advance should the situation arise.

### 6. Delivery and Inspection

- 6.1 On delivery of a Consignment, the courier service will request that the person who accepts the Consignment (not necessarily the addressee in person) signs an acknowledgment of receipt, this may include signature by electronic means.
- 6.2 The Company can provide copies of such receipt (Proof of Delivery) to the Customer for a period of six months from the date of shipment.
- 6.3 The Customer has the right to:-
  - a) Refuse any shipment it believes may have been damaged in transportation;
  - b) Unpack and inspect the Repair work before signing to state that it has been received.
- 6.4 The Customer shall report any damaged or missing items to the Company within 1 Working Day of such inspection.

The Customer must return damaged Repair work to the Company within 3 Working Days of reporting the damage.

- 6.6 Upon delivery of the Repair work, the Customer will be asked to sign a Proof of delivery to acknowledge safe receipt. It is the responsibility of the Customer to ensure that the number of packages delivered corresponds with the number stated on the shipment note. Where a discrepancy occurs or where there is evidence of damage to the packaging, the Customer should NOT accept the delivery. The Company reserves the right not to accept any liability for:-
- a) Discrepancies on shipment where the Customer accepts shipment and signs the Proof of delivery without any amendments or comments;
  - b) Damaged in transportation where the Customer accepts shipment and signs the Proof of delivery without any amendments or comments.
- 6.7 Shipment is deemed to take place when the Repair work is delivered to the Customer's despatch address or a neighbouring address within a reasonable distance of the despatch address, whereupon the risks of loss, breakage and all damage and all other risks shall pass to the Customer.
- 6.8 On return of the damaged Repair work it will be inspected by the Company. The Company may at its own discretion carry out a repair, replace with a new or refurbished part.
- 6.9 For the avoidance of doubt, the Goods will be deemed accepted by the Customer if the Customer has not notified the Company of a defect in the Goods within 3 Working Days of delivery.

### 7. Pricing

- 7.1 Unless otherwise agreed in writing by the Company the price payable by the Customer for the supply of the Repair work shall be that agreed between the Customer and the Company each time the Customer places an order.
- 7.2 Unless an order has become binding on the Company all prices are subject to change without prior notice.
- 7.3 If the Customer fails to pay any monies on the date or dates agreed between the Company and the Customer or does not comply with an obligation imposed upon the Customer then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to withhold the supply of any Goods to be provided to the Customer by or on behalf of the Company until such payment is made.
- 7.4 After an order has become binding on the Company, all prices are subject to increase to reflect any increases in cost to the Company (including without limitation, costs of materials, labour, transport and services, fluctuations in currency exchange rates and any tax, duty, fee or charge imposed by any government or other authority, prior to delivery, any change in delivery dates, quantities or specification for the Goods which are requested by the Customer, or any delay caused by any instructions of the Customer for failure of the Customer to give the Company adequate information or instructions).
- 7.5 The Customer shall not be entitled to make a set-off or counter-claim in respect of any monies owed by the Company and shall pay all amounts due without making a deduction of any kind.

### 8. Payment terms

- 8.1 NON Account holders' payment terms are strictly Pro-forma. Payment can be made by cheque with order or by bank transfer. If payment is made by cheque this must clear the bank before the Goods can be shipped.
- 8.2 Account holders shall pay any monies due to the Company within 30 (thirty) days of the date of invoice. Payment shall be made by either, a cheque or by Bank Transfer. For orders over £5,000.00, 30% with order, 40% when the goods are ready for despatch, and the final 30% within 30 (thirty) days of the date of invoice.
- 8.3 The Company reserves the right to charge interest to the Customer on any sums, fees or other charges which are not paid on the due date or dates and such interest may be charged (as well after as before a judgement) at the rate of three per cent (3%) per annum above the base rate of Lloyds TSB from time to time subsisting such interest to accrue on a daily basis.
- 8.4 Currently WSL does not accept credit or debit card payments.
- 8.5 All prices are exclusive of UK VAT.
- 8.6 UK: VAT will be levied at the rate current at the time of issue of any Invoices for all UK transactions.
- 8.7 Other EC Countries: If the purchaser can produce a valid VAT registration number the Invoice may be zero-rated.
- 8.8 International: There is no VAT levied on non-EC International invoices.

### 9. Cancellation of order.

- 9.1 If the company is unable to deliver the Repair work within a reasonable time scale due to circumstances outside its control, the Company shall either:-
- a) Agree a new timescale with the Customer for the shipment of the Repair work, or
  - b) May decide to terminate the contract in which case the Company will return any prepayments that the Customer has made.
- 9.2 In order to cancel, the Customer must send written notice of cancellation to the Company after the above date but before shipment of the Repair work.
- 9.3 Nothing in these terms and conditions are intended to impact on the Customers statutory or contractual rights to reject faulty Repair work.

### 10. Return of Faulty/Damaged Repair work

- 10.1 Wherever possible the Company will respond to the individual needs of the Customer.
- 10.2 When can faulty/damaged Repair work be returned:-
- a) Where the Repair work was found to be faulty or damaged on arrival;
  - b) Within the warranty period.
- 10.3 All returns must be packaged appropriately to ensure safe transit. They must also be accompanied by a copy of the delivery note, original packaging, together with all manuals and all accessories and documentation provided by the Company.
- 10.4 Loss of use of the equipment, inconvenience, loss of time, commercial loss or consequential damage is not covered.

**11. Warranty**

- 11.1 The manufacturer's liability under this warranty is limited to the replacement of parts, which in the opinion of the manufacturer or WSL are defective and their repair including labour. It is hereby specified that this repair or replacement can be carried out with new or reconditioned parts, as may be reasonable in the circumstances.
- 11.2 This warranty is invalid and the manufacturer is not liable if any repair to the equipment has been carried out by a person other than an approved dealer.
- 11.3 Warranty can cease if the equipment has been adversely affected by one or more of the following events:
- Parts or accessories which have not been formally approved by the manufacturer have been fitted to the unit;
  - Modifications or alterations have been carried out which neither have been provided for nor authorized by the manufacturer or have been carried out without complying with the technical instructions specified by the manufacturer;
  - The equipment is abused.
- 11.4 Furthermore, the manufacturer's warranty does not cover:
- Routine maintenance, periodical checks and adjustments as well as normal consumable items;
  - The replacement of parts subject to normal wear and tear taking into account the usage of the unit;
  - Damage by natural elements;
  - Damage resulting from accidents;
  - Repairs carried out under this warranty do not extend the period of its validity;
  - Acceptance of fraudulent or counterfeit coins unless specifically specified by the customer;
  - Rejection of newly minted coins;
  - Parts removed for replacement under the warranty become the property of the manufacturer or WSL;
  - Post and packing of parts to and from the owner.

**12. Provision of Goods**

- 12.1 Title in the Goods shall not pass to the Customer until the total price payable for them has been paid in full.
- 12.2 Until title in the Goods has passed to the Customer, the Customer shall hold the Goods as bailee for the Company and, whilst it may use them in the ordinary course of its business, it shall not obliterate any identifying mark and will, if required by the Company store the Goods separately from other goods. Until title passes, the Company or its authorised representative has the right to enter on to any premises occupied by the Customer to recover possession of the Goods.
- 12.3 Risk in the Goods, passes to the Customer on delivery to the Customer or to the Customer's order (whichever is the sooner). With effect from delivery and until title in the Goods passes to the Customer, the Customer is responsible for insuring the Goods against loss or damage for the full cost of their replacement.
- 12.4 Except as stated elsewhere in these Terms and Conditions, the liability of the Company in respect of the Goods is limited to assigning to the Customer (in so far as the Company is legally permitted to do so) the benefit of any warranties with which such items have been supplied to the Company.

**13. Force Majeure**

- 13.1 WSL shall not be liable to the Customer or be deemed to be in breach of the contract by reason of any delay in performing or any failure to perform any of WSL's obligations in respect of the Repair work. If the delay or failure was due to any cause beyond WSL's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond WSL's reasonable control:
- Act of God, explosion, flood, tempest, fire or accident;
  - War, threat of war, sabotage, insurrection, civil disturbance or requisition;
  - Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
  - Import or export regulations or embargoes;
  - Strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of WSL or of a third party);
  - Difficulty in obtaining materials, labour or machinery; and
  - Power failure or breakdown in machinery.

**14. Law and Jurisdiction**

- 14.1 The formation, construction, performance, validity and all aspects whatsoever of the Contract shall be governed by English Law and the parties hereby submit to the exclusive jurisdiction of the English courts.