

TERMS AND CONDITIONS OF SALE

1) These Conditions

These Conditions set out the terms and conditions on which we will supply our products to you. Please read these terms carefully.

2) Who we are and how to contact us

We are Walker Rubber Limited (referred to as "we", "us", "the Supplier" in these Conditions), a company registered in England and Wales with company number 00505040. Our registered office is at 23 London Road, Downham Market, Norfolk, PE38 9BJ and our main trading address is 21-23 Burnet Road, Sweet Briar Industrial Estate, Norwich, Norfolk NR3 2BS and our registered VAT number is 105840884

Our contact telephone number is 01603 487371 and our email address is sales@walker-rubber.co.uk.

If we need to contact you we will do so by telephone or by writing to you using the email or postal address provided to us by you.

3) Interpretation

The following definitions and rules of interpretation apply in these Conditions.

3.1) Definitions:

Business Day: a day (other than a Saturday, Sunday, or public holiday) when banks in London are open for business.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clauses 15.1 and 16.3.

Consumer: a natural person acting for purposes outside their trade, business, or profession.

Contract: the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

Customer/you: the person or firm who purchases the Goods from us.

Force Majeure Event: an event or circumstance beyond a party's reasonable control, including (without limitation) any non-performance by suppliers, the Manufacturer or subcontractors.

Goods: the goods (or any part of them) supplied by us to you as set out in the Order.

Manufacturer: the manufacturer of the Goods.

Order: your order for the Goods, as set out in your purchase order form or in your acceptance of our quotation or the order agreed between us and you, as the case may be.

Specification: the description or specification (including any relevant plans, drawings and/or designs) that is agreed by you and us.

Development: The time and materials taken by us to produce new component parts.

Tooling: the component parts used and required to produce the Goods such as jigs, fixtures, gauges, dies, moulds or cutting patterns.

Interpretation:

- (a) a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- (b) a reference to writing or written includes emails.

4) Basis of contract

- 4.1) The Order constitutes an offer by you to purchase the Goods in accordance with these Conditions. You are responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.
- 4.2) The Order shall only be deemed to be accepted when we confirm acceptance of the Order, at which point, and on which date the Contract shall come into existence ("Commencement Date")
- 4.3) If the order is placed via telephone, without a confirmation in writing, this is entirely at the customer's own risk.
- 4.4) Any samples, drawings, descriptive matter, marketing materials or advertising produced or issued by us, and any descriptions or illustrations contained in our catalogues, brochures or on our website are issued or published for the sole purpose of giving an approximate idea of the Goods illustrated or described in them. They shall not form part of the Contract nor have any contractual force.
- 4.5) These Conditions apply to the Contract to the exclusion of any other terms that you may seek to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing.
- 4.6) Any quotation given to you by us shall not constitute an offer and is only valid for a period of 15 Business Days from the date given.

5) Goods

- 5.1) We reserve the right to amend the Specification of the Goods if required by any applicable statutory or regulatory requirements, or which do not materially affect the nature or quality of the Goods.

6) Delivery

- 6.1) We shall deliver the Goods to the location set out in the Order or such other location as the parties may agree ("Delivery Location") at any time after we notify you that the Goods are ready.
- 6.2) Delivery is completed on the completion of unloading of the Goods at the Delivery Location.
- 6.3) Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. We shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 6.4) If we fail to deliver the Goods, our liability shall be limited to the costs and expenses incurred by you in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. We shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 6.5) If you fail to accept delivery of the Goods within three Business Days of us notifying you that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or our failure to comply with its obligations under the Contract:
 - (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which we notified you that the Goods were ready; and
 - (b) we shall store the Goods until delivery takes place and charge you for all related costs and expenses (including insurance).
- 6.6) If ten Business Days after the day on which we notified you that the Goods were ready for delivery you have not accepted delivery of them, we may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to you for any excess over the price of the Goods or charge you for any shortfall below the price of the Goods.

- 6.7) We may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle you to cancel any other instalment.

7) Quality

- 7.1) Products are always manufactured to our tolerance, to the nominal dimension provided. If no nominal dimension is provided, we will work to mid limit of the requested tolerance. All items quoted will be based on these regardless of that stated on customer's enquiry, sketch, drawings or samples.
- 7.2) Tolerances will be specified on our supplied drawings. If there is not a drawing to reference, the tolerances will be specified within the part description on the quotation or order acknowledgement. Failing this, we will revert to the applicable ISO tolerances for the product type.
- 7.3) Where a customer has requested we manufacture to supplied CAD data, it is the responsibility of the customer to ensure the key critical dimensions for checking part dimensional compliance are specified and communicated with us.
- 7.4) When inspecting parts, the measuring equipment capability tolerance will be applied to the measurement taken to determine if the part is within specification. It is at our discretion to use the appropriate measurement equipment for the feature being inspected.
- 7.5) Where products are submitted as samples without any further information, these will be evaluated to the very best of our ability and knowledge. It is the responsibility of the customer to determine suitability of the data or samples provided by us.
- 7.6) All adhesive items are offered subject to customers own determination of suitability and tests. This particularly applies to self-adhesive tape products on solid rubbers.
- 7.7) We warrant that on delivery the Goods shall:
 - (a) conform in all material respects with their description and any applicable Specification detailed by us;
 - (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- 7.8) Subject to clause 7.3, if:
 - (a) You give notice in writing to us within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 7.1;
 - (b) We are given a reasonable opportunity of examining such Goods; and
 - (c) You (if asked to do so by us) return such Goods to our place of business at your cost. We shall, at our option, repair or replace the defective Goods, or refund the price of the defective Goods in full
- 7.9) We shall not be liable for the Goods' failure to comply with the warranty set out in clause 7.1 in any of the following events:
 - (a) You make any further use of such Goods after giving notice in accordance with clause 7.2;
 - (b) the defect arises because you failed to follow our or the Manufacturer's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
 - (c) the defect arises as a result of us following any drawing, design or Specification supplied by you;
 - (d) you alter or repair such Goods without our written consent;
 - (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - (f) the Goods differ from their description or the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 7.10) Except as provided in this clause 7, we shall have no liability to you in respect of the Goods' failure to comply with the warranty set out in clause 7.1.
- 7.11) The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 7.12) These Conditions shall apply to any repaired or replacement Goods supplied by us.

8) Title and risk

- 8.1) The risk in the Goods shall pass to you on completion of delivery.
- 8.2) Title to the Goods shall not pass to you until we receive payment in full (in cash or cleared funds) for the Goods. For the avoidance of doubt legal title in all Tooling shall remain owned by us unless otherwise agreed by us in writing.
- 8.3) Tooling or associated development costs shall be held for up to 5 years from the date of last use, after which it will be disposed of and any repeat orders will require any development charges to be payable again.
- 8.4) If before title to the Goods passes to you, you become subject to any of the events listed in clause 12.1, then, without limiting any other right or remedy we may have:
 - (a) your right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
 - (b) we may at any time:
 - (i) require you to deliver up all Goods in your possession that have not been resold, or irrevocably incorporated into another product; and
 - (ii) if you fail to do so promptly, enter any of your premises or of any third party where the Goods are stored in order to recover them.

9) Price and payment

- 9.1) The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in our published price list in force as at the date of delivery or as agreed by the parties in writing.
- 9.2) We may by giving notice to you at any time before delivery increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
 - (a) any factor beyond our reasonable control (including but not limited to foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs including any non-conformance administrative charges);
 - (b) any request by you to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
 - (c) any delay caused by any of your instructions or your failure to give us adequate or accurate information or instructions.

9.3) The price of the Goods:

- (a) excludes amounts in respect of value added tax (VAT), which you shall additionally be liable to pay to us at the prevailing rate; and
- (b) excludes the costs and charges of packaging and delivery of the Goods, which shall be invoiced to you. This is always charged at cost at point of invoice unless specifically agreed in writing on the order acknowledgement.
- (c) The minimum order value for goods is £30 plus VAT.

9.4) We may invoice you for the Goods on or at any time after the completion of delivery.

9.5) You shall pay the invoice in accordance with any agreed credit terms (or if no such terms have been agreed you shall pay the invoice in full and cleared funds within 14 days of the date of the invoice). Payment shall be made to the bank account nominated in writing by us or as otherwise communicated by us to you. Time for payment is of the essence

9.6) If you fail to make any payment due to us under the Contract by the due date for payment, then you shall pay interest on the overdue amount at the rate of 8% per annum above the Bank of England's base rate. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. Handling charges for late payments will also be applied as per the following: a £40 charge for payments up to £999.99, a £70 charge for payments from £1,000 to £9,999.99 and a £100 charge on payments greater than £10,000. You shall pay the interest and handling charges together with the overdue amount.

9.7) You shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). We may at any time, without limiting any other rights or remedies we may have, set off any amount owing to us by you against any amount payable by us to you.

9.8) Payment methods:

- (a) Bank transfer is our preferred method of payment. The account details are specified on our invoices
- (b) Card payments can be made over the telephone
- (c) Cash or Cheques are not accepted as a method of payment unless specifically agreed in writing

10) Credit Facility

10.1) We may provide you with a credit facility. You acknowledge that we are not obliged to provide you with any credit facility and that any credit facility provided to you by us is provided entirely at our discretion and subject to review on an annual basis.

10.2) We may cancel any credit facility used by you at any time. Upon cancellation, you shall pay to us all sums due to us under the credit facility within 14 Calendar Days of the date of cancellation.

10.3) We reserve the right to terminate your credit facility immediately if you fail to make any payment due to us under the Contract by the due date for payment. In these circumstances, you shall be obliged to pay any sum due under the credit facility to us within 14 Calendar Days of the date of termination of your credit facility.

10.4) Credit facilities are setup for regular, repeat customers. Credit facilities are reviewed annually. Where spend has been less than £5,000 and/or there have been fewer than 6 transactions within the previous 12 month period, the credit facility will automatically be cancelled.

11) Order Amendment or Cancellation

11.1) Once we have received your instruction to proceed, either by email, verbal instruction or the receipt of your purchase order, any further instruction to cancel or amend your order will incur an administration fee and a cancellation charge up to the full value of your order. We will usually waive these charges if your request is received in writing within 24 hours of the order being placed unless work has already started. After this time, an administration charge of £30 per line item will be payable in addition to the cost of the amendment or cancellation. We will calculate these costs for you so you can decide if you wish to confirm the amendment or cancellation.

11.2) Cancellation costs 7 calendar days or more after your order has been placed will usually be 100% of the order value plus any administration fees.

12) Returns

12.1) Please note that clause 11.2 will only apply to those persons dealing as a Consumer.

12.2) Where the Goods are stock goods which are neither bespoke nor made to your Specification you shall be entitled to return the Goods at your cost within 14 days of the date of completion of delivery. In these circumstances, subject to the original proof of purchase being provided, we shall refund the price paid for the returned Goods by you less such reasonable sum for any costs and expenses incurred by us under the Contract.

12.3) Where the Goods are bespoke and made wholly to your Specification you shall not be entitled to return the Goods or to claim a refund and the usual 14 day 'cooling off period' for Consumers will not apply to this Contract.

12.4) If you notify us within 30 days of completion of delivery that the Goods are faulty you are entitled to a full refund. If you wish to reject the faulty Goods you must return them in person to where you bought them from or post them back to us.

13) Termination

13.1) Without limiting our other rights or remedies, we may terminate this Contract with immediate effect by giving notice to you if:

- (a) you commit a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing to do so;
- (b) you take any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- (c) you suspend, threaten to suspend, cease, or threaten to cease to carry on all or a substantial part of your business; or
- (d) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.

13.2) Without limiting its other rights or remedies, we may suspend provision of the Goods under the Contract or any other contract between you and us if you become subject to any of the events listed in clause 13.1(a) to clause 13.1(d), or we reasonably believe that you are about to become subject to any of them, or if you fail to pay any amount due under this Contract on the due date for payment.

13.3) Without limiting its other rights or remedies, we may terminate the Contract with immediate effect by giving notice to you if you fail to pay any amount due under the Contract on the due date for payment.

13.4) On termination of the Contract for any reason you shall immediately pay to us all of our outstanding unpaid invoices and interest.

13.5) Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.

13.6) Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

13.7) We reserve the right to terminate the Contract without any liability to you if the Manufacturer refuses to or is unable to supply the Goods in accordance with the Specification or in accordance with the description of the Goods. In these circumstances, we shall refund any monies paid by you to us under the Contract less such reasonable sum for any costs and expenses incurred by us under the Contract.

14) Limitation of liability

14.1) Nothing in these Conditions shall limit or exclude our liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation; and
- (c) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

14.2) Subject to clause 14.1:

- (a) we shall under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- (b) our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price paid by you for the Goods.

15) Force majeure

Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event

16) Variation

16.1) We reserve the right to amend these terms and conditions if necessary to comply with an applicable law or regulatory requirement or to reflect changes in our commercial practices provided that such amendments do not materially affect the nature and quality of the Goods supplied.

17) General

17.1) Assignment and other dealings

- (a) We may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of our rights and obligations under the Contract.
- (b) You will not assign, transfer, mortgage, charge, subcontract, or deal in any other manner with any of rights and obligations under the Contract.

17.2) Entire agreement

- (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

17.3) Variation. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17.4) Waiver. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

17.5) Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

17.6) Third party rights

- (a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

17.7) Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

17.8) Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation