

Terms and Conditions of Purchase

WintWire Ltd

1. All purchase contracts made by WintWire Ltd (hereinafter referred to as 'the Company') shall be deemed to incorporate these Conditions, except where varied by special conditions agreed in writing and signed by a Director of the Company. Any terms and conditions in the Seller's order acknowledgement or invoice which are inconsistent with these Conditions shall have no effect.
2. Unless expressly agreed in writing, prices shall be firm and fixed. They shall include delivery, packaging, and all other charges unless otherwise stated on the Company's official Purchase Order (PO). VAT shall be applied where applicable.
3. Delivery dates stated on the Company's Purchase Order are of the essence. The Company reserves the right to reject goods delivered outside the agreed delivery window and/or to recover costs incurred as a result of delay.
4. The Seller shall not be liable for failure or delay in delivery caused by circumstances beyond its reasonable control, provided that the Seller has notified the Company of such circumstances as soon as practicable.
5. Delivery shall be deemed effective, and the risk in the goods shall pass to the Company, only upon receipt at the Company's premises or other location specified in the Purchase Order, unless otherwise agreed in writing.
6. Title to the goods shall pass to the Company upon delivery, or upon payment, whichever occurs earlier, unless otherwise agreed in writing.
7. All goods must be received in good condition. Any goods damaged in transit will be rejected unless the Company has agreed otherwise in writing. The Seller shall be responsible for arranging and paying for return or replacement.
8. Invoices must be submitted following the delivery and must clearly state the Purchase Order number. Payment will be made by the end of the month following the month of receipt of goods and valid invoice, unless otherwise agreed.
9. The Company shall be entitled to charge interest at 3% above HSBC plc base rate for any pre-payments made for goods not delivered within the agreed timeframe.
10. The Company reserves the right to reject or return goods which do not comply with the agreed specification, quality standards, or quantity. The Seller shall be liable for all costs of return, replacement, or rework.
11. The Company reserves the right to reject quantities delivered in excess of those ordered. The accepted delivery quantity shall be $\pm 10\%$ of the amount stated on the Purchase Order, unless otherwise agreed in writing.
12. The Seller must supply material certificates, test results, and any documentation requested on the Purchase Order. Failure to supply such documents may result in rejection of the goods.
13. The Company shall have the right to withhold payment or set off any sums due to the Seller in respect of defective goods, late delivery, or other breach of contract.
14. Without prejudice to its other rights, the Company may terminate the contract or suspend performance if the Seller is in breach of contract or becomes insolvent, is placed into administration or liquidation, or has a receiver appointed.
15. Subcontracting of the Seller's obligations under this contract shall not be permitted without the Company's prior written consent.
16. Any tooling, materials, or specifications provided by the Company remain the property of the Company and shall be returned upon request.
17. Where the Company supplies material to the Seller for hireworking or subcontract processing:
 - a. The material remains the sole property of the Company.
 - b. The Seller accepts full responsibility for the care, processing, and storage of the material while in their possession.
 - c. The Seller must process the material strictly in accordance with the Company's specifications and instructions.
 - d. The Seller is liable for any loss, damage, contamination, or misprocessing, including consequential loss.
 - e. No deviation from specification or substitution is permitted without prior written consent.
 - f. In case of loss or rejection, the Seller's liability includes the full material value plus any rework, replacement, or missed delivery costs.
18. The contract between the Company and the Seller shall be governed by English Law and the parties shall submit to the exclusive jurisdiction of the English Courts.