

## ① Business

## 1.1 Main Details

Business Name: \_\_\_\_\_ Trading Style: \_\_\_\_\_  
Trading Entity / Partnership / Sole Trader / Ltd. Company

## 1.2 Partners / Directors Details

First Name: \_\_\_\_\_ Surname: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

First Name: \_\_\_\_\_ Surname: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

## 1.3 Trading address

Street: \_\_\_\_\_ Town: \_\_\_\_\_

County: \_\_\_\_\_ Postcode: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Business Premises:  Owned  Leased [please tick]

## 1.4 Registered address

Street Number: \_\_\_\_\_ Post Code \_\_\_\_\_

Vat Reg. No.: \_\_\_\_\_

Company Reg No. \_\_\_\_\_

## 1.5 Business Contact

Telephone: \_\_\_\_\_ Mobile: \_\_\_\_\_

Contacts Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

## ② Trade Reference

**NOTE:** Data Protection Act - Disclosure: You are advised that a credit reference search may be made and recorded by the credit reference agency. This information is only for use in credit assessment, fraud prevention, and for tracing debtors.

## 2.1 Trade Ref: 1

Street: \_\_\_\_\_ Town: \_\_\_\_\_

County: \_\_\_\_\_ Postcode: \_\_\_\_\_

Telephone: \_\_\_\_\_ Mobile: \_\_\_\_\_

Business Name: \_\_\_\_\_

Contact Name \_\_\_\_\_

Email Address \_\_\_\_\_

## 2.2 Trade Ref: 2

Street: \_\_\_\_\_ Town: \_\_\_\_\_

County: \_\_\_\_\_ Postcode: \_\_\_\_\_

Telephone: \_\_\_\_\_ Mobile: \_\_\_\_\_

Business Name: \_\_\_\_\_

Contact Name \_\_\_\_\_

Email Address \_\_\_\_\_

## 3 Business Bank Details

Bank: \_\_\_\_\_

Address: \_\_\_\_\_

Postcode: \_\_\_\_\_

Account Name: \_\_\_\_\_

Account No.: \_\_\_\_\_

Sort Code: \_\_\_\_\_

## 4 Terms and Conditions

**I UNDERSTAND HAVE READ & UNDERSTOOD THE TERMS & CONDITIONS. E.& O. E.**

Signed: \_\_\_\_\_

Print: \_\_\_\_\_

Position Held: \_\_\_\_\_

Authorized by: \_\_\_\_\_

Date: \_\_\_\_\_



WW DIGITAL LIMITED

STANDARD CONDITIONS OF TRADE

\* In these Conditions:

Authorized Officer :	means a person whose position with WWD is that of Chairman, Director, Customer Services Manager or Credit Manager of WWD
Backorder :	means an Order where the Goods are not available at time of Order placement and which are still to be acquired by WWD from its main supplier
Buyer :	is the person who places an Order with WWD for the purchase of the Goods or the provision of the Services and whose order is accepted by WWD in accordance with these Conditions
Conditions :	are these terms and conditions of trade, any special terms and conditions on the face of the WWD's tender or the WWD's written acceptance of the Buyer's order , the conditions and terms of use governing the use by the Buyer of WWD's web site and the terms and conditions of any supplier of the WWD, copies of which shall be made available on request (as the case may be)
Contract :	is each individual Contract for the purchase and sale of the Goods or the provision of the Services entered into between the WWD and the Buyer of which the Conditions form part
Delivery :	means the delivery of the Goods being the carrier's notification to the Buyer that the Goods are ready to be off-loaded at the address supplied by the Buyer for delivery or, in the case of Goods for export, delivery shall be fob at the air or sea port of shipment unless agreed otherwise in writing by WWD
Goods :	are the goods (including any installment of the goods or any parts for them) which WWD is to supply including any equipment, machinery, parts, spares, software and any other goods supplied by WWD (and where appropriate goods, materials or services used on or in relation to the Contract);
Order :	is the Buyers order for the Goods or Services placed with WWD under condition 2.3 below
Services :	the Services to be provided by WWD to the Buyer under these Conditions;
WWD :	WW DIGITAL 8 Prospect Place East Pimbo, Skelmersdale, Lancashire WN8 9QD

The headings in these Conditions are included for convenience only and shall not affect the interpretation or construction of these Conditions.

**1. BASIS OF THE SALE / PROVISION OF SERVICES**

1.1 All Goods are sold subject to the WWD's prior approval of the Buyer's credit and to the Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any Order is accepted or purported to be accepted, or any Order is made or purported to be made, by the Buyer.

1.2 No variation to these Conditions shall be binding unless agreed in writing by an Authorized Officer of WWD.

1.3 Other than those made by an Authorized Officer, WWD's employees or agents are not authorized to make any representations concerning the Goods or Services unless confirmed by the Authorized Officer in writing. In entering into the Contract the Buyer acknowledges that it does not rely on, and irrevocably waives any claim it may have for damages for or right to rescind the Contract for any such representations which are not so confirmed (unless such representations were fraudulently made).

1.4 Any advice or recommendation given by WWD or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by the Authorized Officer is followed or acted upon entirely at the Buyer's own risk and, accordingly, WWD shall not be liable for any such advice or recommendation which is not so confirmed.

1.5 All references in these Conditions to WWD agreeing, approving, waiving or specifying a matter apply only if such is confirmed in writing by an Authorized Officer of WWD

1.6 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by WWD shall be subject to correction without any liability on the part of WWD.

1.7 All implied terms shall be excluded to the fullest extent permitted by law. It is the Buyer's responsibility to be aware of the Conditions as current from time to time. The Buyer is invited to contact an Authorized Officer at any time for a copy of the Conditions, which shall be made available to the Buyer upon receipt of such request. The Buyer shall be taken to have accepted these Conditions, which shall cover all and any Contracts entered into by and between WWD and the Buyer by either (i) signing WWD's credit account application form (as may be required by WWD should credit be required) or (ii) placing an order for the Goods or Services which is accepted by WWD in accordance with these Conditions.

**2. QUOTATIONS AND FORMATION OF CONTRACTS**



2.1 All Contracts between WWD and Buyer shall be governed by these Conditions to the exclusion of any other terms and conditions including without limitation any terms on or referred to in any purchase order.

2.2 Neither (a) additions to nor modifications of these Conditions nor (b) any other terms and conditions in any document or other communication of/with the Buyer shall form part of the Contract unless specifically referred to in these Conditions or unless an Authorized Officer of WWD has agreed with the Buyer in writing to vary these Conditions.

2.3 WWD's quotation shall be deemed to be an invitation to the Buyer to make an offer either in writing, by fax, verbally or by electronic or online means (the Order) to purchase the Goods / contract WWD's services subject to the Conditions and such offer by the Buyer shall not constitute a valid Contract until accepted by WWD. In accordance with these Conditions, WWD shall be entitled to either accept or to reject the Buyer's offer and shall for the avoidance of doubt be under no obligation to accept the Buyer's offer, particularly where its supplier is unable or unwilling to supply the Goods to WWD for onward supply to the Buyer.

2.4 Save where indicated to the contrary on WWD's quotation, WWD's quotation shall automatically lapse after 30 days of the date of the quotation.

2.5 WWD's acceptance of all Backorders shall be subject to WWD's approval of the Buyer's credit status.

2.6 The quantity and description of and any specification for the Goods shall be those set out in the WWD's quotation or WWD's acceptance of the Buyer's Order. The Buyer shall be responsible for ensuring the accuracy of the terms of any Order and for giving WWD any necessary information (which shall include the tasks which the Goods shall be required to perform) within a sufficient time to enable WWD to perform the Contract.

### 3. CANCELLATION OF ORDERS

3.1 No Order (including Backorders) which has been accepted by WWD may be cancelled by the Buyer except with the agreement in writing of WWD and on terms that the Buyer shall indemnify WWD in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by WWD as a result of cancellation. Without limiting its rights under this Condition in any way, WWD reserves the right to charge the Buyer a lost profit charge of up to 25% of the price of the Goods or Services should the Buyer cancel the Order without prior written agreement of WWD.

### 4. TERMINATION

4.1 WWD shall have the right immediately to cancel or to suspend any Order accepted or any delivery to be made under the Contract without any liability to the Buyer and, if the Goods have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary if:

4.1.1 the Buyer fails to make any payment when due or breaches any provision of the Contract and the Buyer has failed to remedy such breach within 30 days after receipt of notice in writing from WWD requiring the Buyer to do so;

4.1.2 the Buyer makes or threatens to make any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation; or an encumbrance takes possession, or a receiver, administrative receiver or administrator or any similar official under any overseas jurisdiction is appointed in respect of the whole or any part of the assets of the Buyer; or the Buyer ceases, or threatens to cease, to carry on business; or WWD reasonably apprehends that any of these events is about to occur in relation to the Buyer;

4.1.3 The Buyer commits or is a party to dishonest or fraudulent conduct in relation to the Contract;

4.1.4 There is any distress or execution being levied upon the Buyer's property or assets, which is not discharged within 14 days.

4.2 The right of termination given by Clause 4.1 shall be without prejudice to any other right or remedy of either party in respect of any breach committed under the terms of this Agreement, which are expressed to survive termination and any provisions of the Contract necessary for the interpretation or enforcement of the Contract.

4.3 WWD shall have the right immediately to cancel or to suspend any Order accepted or any delivery to be made under the Contract without any liability to the Buyer if WWD is unable to perform the Contract due to circumstances out of its control including but not limited to the circumstances listed in condition 6.1 below.

### 5. DELIVERY

5.1 Unless otherwise agreed in writing with an Authorized Officer the costs of packing and delivery (including costs of carriage, cases and materials) shall be for the Buyer's account. If WWD pays for or incurs all or part of such costs, it shall invoice its costs so incurred to the Buyer at the date of dispatch. If WWD delivers the Goods (as opposed to using a carrier to do so) it will invoice the Buyer at WWD's standard rate then in force.

5.2 The Buyer warrants the details of any address for delivery stipulated by the Buyer. WWD reserves the right to charge the Buyer for any losses incurred by WWD for failed deliveries/re-routed deliveries where the Buyer has provided incorrect/inaccurate details of the delivery address, this is to include failed deliveries where the recipient is not available or is unwilling to accept the Goods (such charges to cover the loss of profit incurred by WWD).

5.3 Any dates given for the delivery of the Goods are approximate only and WWD shall not be liable for any loss, direct or indirect, which may arise from delay in Delivery of the Goods howsoever caused. Time for Delivery shall not be of the essence and the Buyer shall not be entitled to cancel the Contract by virtue of late Delivery. The estimated Delivery time shall be calculated as from the date of WWD's acceptance of the Buyer's Order and (where required by WWD) any payment, samples, information, licenses and consents necessary to proceed with the Order have been supplied by the Buyer. Changed specifications or instructions may result in changes to estimated Delivery times.

5.4 The Goods may be delivered in installments. Each delivery shall constitute a separate Contract and failure by WWD to deliver any one or more of the installments (or faulty Goods) in accordance with these Conditions or any claim by the Buyer in respect of any one or more installments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

5.5 If the Buyer's carrier or other third party nominated by the Buyer fails to take receipt of the Goods after being notified that the Goods are ready for Delivery or fails to give WWD adequate Delivery instructions at the time stated for Delivery or has requested a delay in Delivery or the Buyer is unable to give access to its premises for the purposes of Delivery or installation then WWD may at the risk and expense of the Buyer:

5.5.1 Store the Goods until actual Delivery and charge the Buyer for the costs (including insurance and transport costs) of storage and re-Delivery; or

5.5.2 Sell the Goods at the best price readily obtainable and (after deducting all storage, selling and other expenses) account to the Buyer for the excess over sums owing by the Buyer or charge the Buyer for any shortfall.

The date of the Goods being put into storage shall be deemed to be the date of Delivery and, unless the Goods have already been paid for, the Buyer shall be invoiced for the Goods at that date. Once the Goods are in storage, WWD will not have any obligation to take any further steps in relation to the Goods, unless and until has received full written instruction from the Buyer.

5.6 Where Goods are to be exported out of the United Kingdom by WWD to the Buyer or by the Buyer to the Buyer's order the provisions of this clause 5.6 shall (subject to any special terms agreed in writing between the Buyer and the WWD) apply notwithstanding any other provision of these Conditions: -

(i) The terms of purchase will be subject only to the manufacturers warranty and the Buyer shall be solely responsible for ensuring that it fully understands and is aware of such warranty terms.

(ii) The relevant tax legislation will be applied in accordance with and under the United Kingdom legislation at the time of the contract.

(iii) The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties thereon.

(iv) Unless otherwise agreed in writing between the Buyer and the WWD, the Goods shall be delivered fob at the air or sea port of shipment and the Buyer shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.

(v) The Buyer shall be responsible for arranging for testing and inspection of the Goods at the WWD's premises before shipment. The WWD shall have no liability for any claim in respect of any defect in the Goods, which would be apparent on inspection and which are made after shipment, or in respect of any damage during transit.

(vi) The Buyer shall not be entitled to withhold payment of the price for the Goods due to the Buyer's failure to comply with the provisions of this clause.

(vii) The Goods will be packaged in accordance with the WWD's standard practice, and the packaging shall meet any reasonable requirements stipulated in advance by any independent contractors or shippers.

5.7 The Buyer's failure to make due payment in respect of any deliveries or installments under any Contract shall entitle WWD to delay, suspend or cancel deliveries in whole or in part as its option.

5.8 In no case shall any dispute concerning (1) any item or separate part of the Goods or work (2) any other contractual obligation or liability of WWD to the Buyer affect the Buyer's obligation in respect of payments to be made under these Conditions

5.9 Where the Buyer is unwilling to take Delivery of the whole quantity of the Goods at the due time, then any discount or other allowance in respect of the Goods, which is or would be otherwise be allowed to the Buyer shall be forfeited by the Buyer.

## 6. ACCEPTANCE AND RETURNS PROCEDURE

6.1 WWD shall not be liable in respect of any damage to the Goods, discrepancy in the Buyer's order, shortage in the Goods Delivered, loss of the Goods in transit or any claim that the Goods delivered or collected do not otherwise comply with the Contract other than in accordance with this Condition and the Warranty clause referred to below.

6.2 Damage, discrepancies, shortages and Invoice Queries:

(i) The Buyer shall be responsible for inspecting the boxed / parcel contents containing the Goods on Delivery to check the Goods for damages, discrepancies and shortages.

(ii) The contents of WWD's invoice including the price for the Goods, Goods description, Delivery charge or any other invoice related query (with the exception of those referred to in (iii) below), shall in the absence of a manifest error, be deemed to have been accepted by the Buyer as correct unless the Buyer notifies WWD Customer Services in writing within 14 days of the date of WWD's invoice.

(iii) The Buyer shall notify WWD Customer Services in writing within 48 hours of Delivery of any short Delivery of Goods, any damaged Goods Delivered or any non shipment of Goods detailed on the proof of Delivery.

Save for the receipt by WWD of the Buyers' notification under (ii) and (iii) above, WWD shall have no liability whatsoever to the Buyer in respect of any discrepancies on WWD's invoice or any claims for short Delivery or damaged Goods and the "deliveries" or "arrivals" note signed by the Buyer, or its customer, or agent indicating that the Goods are in good order on arrival shall be conclusive proof of the same and shall bind the Buyer.

6.3 Goods that fail on installation ("DOA's"):

WWD operates a returns procedure for D.O.A's. Further details of the D.O.A returns procedure are available on written request. The D.O.A returns procedure may vary depending on the manufacturer of the Goods and will be notified to the Buyer upon the Buyer notifying WWD that the Goods have apparently failed on installation.

#### 6.4 Goods that fail after installation ("Faulty Goods"):

In no circumstances may the Faulty Goods be returned to WWD by the Buyer without the prior written consent of WWD. Where Goods are returned a handling charge reasonably specified by WWD will, at WWD's discretion, be either deducted from any credit allowed by WWD or be payable to WWD by the Buyer upon demand. The Buyer must notify WWD of the fault becoming apparent and follow the instructions notified to it by WWD in relation to the fault.

#### 6.5 General provisions relating to D.O.A's and Faulty Goods:

(1) The Buyer shall pay all WWD's reasonable costs and expenses (to be quoted by WWD) if the Goods suspected to be D.O.A or Faulty Goods prove not to be D.O.A or Faulty Goods. (2) The Buyer shall be responsible for all transportation and insurance costs relating to returned Goods. (3) WWD shall not be responsible for installation of returned Goods after repair or exchange. (4) Any labour costs and expenses incurred in extracting defective parts and/or components shall be borne by the Buyer and if incurred by WWD shall be paid for by the Buyer at WWD's then standard applicable rate. (5) The Buyer shall also be responsible for all WWD's costs if WWD agrees to collect the Goods for return and such Goods are not ready for collection at the agreed time.

6.6 Where approved in writing by WWD, the Goods or part of the Goods to be returned must be delivered to WWD's premises in its original packaging together with supporting documentation showing full description of the alleged fault and quoting the relevant returns number. In the event that the Buyer fails to comply with this requirement then WWD will be entitled to charge a 15% minimum handling fee upon authorised return of the Goods.

6.7 WWD shall be under no obligation to accept return of any Goods other than as provided in the warranty clause.

## 7. PRICE

7.1 All WWD prices ("Price") are quoted subject to acceptance within any period specified and to any increase which may occur as a result of factors falling outside the control of WWD, which without limitation, shall include any of the following circumstances:

(a) Where the Buyer has requested (whether before or after a Contract has been made) any variation whatsoever to the quantity, capacity, form, content, style or description of the Order or Goods and/or, or has requested an earlier or a later Delivery date to that originally specified; or

(b) where the steps are taken by WWD to comply with any statutory provisions from time to time in force, and any increases in the price charged to WWD of any equipment or goods bought in from outside suppliers so as to enable WWD to fulfil the Contract; or

(c) Where the supply of the Goods or the provision of Services is suspended, varied or otherwise delayed by the Buyer, including without limitation, any delay caused by:

(i) Failure to provide WWD with sufficient information to enable WWD to proceed with, or to complete the supply of the Goods and/or the provisions of the Services; or

(ii) Increases Delivery charges; or

(iii) Increases in the costs of insurance for the Goods; or

(iv) Any special or extraordinary handling charges; or

(v) Changes in exchange rates.

7.2 Unless otherwise stated, the costs of Delivery and VAT and any other applicable customs or excise duties or taxes (where applicable) will be added to all invoices at the rate ruling at the date of despatch, which will be added and shall be payable by the Buyer in accordance with the law applicable from time to time against an appropriate invoice.

## 8. PAYMENT

8.1 Payment of the Price or any part thereof and any other charges due under the Contract must be made by the Buyer within 28 days from the date of WWD's invoice (unless otherwise specified in writing by an Authorized Officer).

8.2 WWD shall be entitled to charge interest on all late payments by the Buyer on any money which is not paid by the Buyer to the WWD under the Conditions by the due date for its payment ("the Due Date for Payment"). Such interest shall accrue and be calculated on a daily basis from the Due Date for Payment, both before and after any judgement and until the date on which it is actually paid, at a rate equivalent to the rate prevailing at the Due Date for Payment as prescribed by the Secretary of State pursuant to section 6 of The Late Payment of Commercial Debts (Interest) Act 1998. Interest shall be compounded quarterly and be payable on demand.

8.3 All overdue debts paid prior to litigation shall be subject to an administration charge of 5% of the total account balance.

8.4 The Buyer shall make all payments in Pounds Sterling immediately when due without set off, deferment, deduction or withholding whatsoever (whether on account of any claim or counterclaim or otherwise). Where payments in an alternative currency are authorized in writing by the Authorized Officer prior to the contract being concluded, such payments shall be made by telegraphic transfer to the account to be designated by the Authorized Officer from time to time.

8.5 The time of payment shall be of the essence of the Contract.

8.6 The Buyer shall fully and effectively indemnify WWD against the total expense to WWD arising out of the Buyer's breach or breaches of these Conditions. Such expense shall include (without limitation) (i) all expenses incurred by WWD in sourcing the Goods (ii) all court fees (iii) all amounts payable to WWD's professional advisers (payable on an indemnity basis) in pursuing claims against the Buyer for breach or breaches of these Conditions and for enforcing any judgement/s and/or order/s (iv) all amounts payable to WWD's insurers and/or debt recovery agents, in each case including anticipated sums payable by WWD only after payment of any sums from the Buyer.

8.7 For the purposes of Delivery, WWD shall be entitled to act as agent for the Buyer and for and on behalf of the Buyer as principal to enter into any contract of carriage and or insurance on behalf of the Buyer and at the Buyer's sole cost and expense as WWD deems reasonably necessary but WWD shall not be under any obligation or duty to do so. The Buyer shall be responsible for complying with all conditions and requirements of the carriers of the Goods.

8.8 On the happening of a "Relevant Event" WWD shall be entitled in its sole and absolute discretion to alter its terms of payment (other than those payment terms agreed in respect of those contracts which have already been agreed with the Buyer) or to alter any credit terms which may have been granted For the purposes of this condition, a "Relevant Event" shall be defined as being:

(i) Where WWD is notified or otherwise reasonably believes that the Buyer's credit record has worsened to a level unacceptable to WWD; or

(ii) Where WWD in its sole discretion deems the Buyer's financial position to be unacceptable; or

(iii) Where WWD's trade indemnity insurers require such alteration.

8.9 Notwithstanding the provisions of Condition 8.8, WWD reserves the right to withdraw any credit facilities afforded to the Buyer at any time, without notice.

8.10 In the event that the trading relationship between the Buyer and WWD is terminated for whatsoever reason then all, sums due by the Buyer shall immediately become due and payable.

## 9. RETENTION OF TITLE AND RISK

9.1 The risk in the Goods shall pass to the Buyer on Delivery. At that moment, the Buyer shall become responsible for the care and protection of the Goods and shall take out at its own expense adequate and comprehensive all risks cover on the Goods (with a note of WWD's interest endorsed therein until WWD has received payment of the price in full).

9.2 Notwithstanding Delivery and the passing of risk in the Goods, title in the Goods (including full legal and beneficial ownership) shall not pass to the Buyer until WWD has received (in cash or cleared funds) payment in full for all Goods supplied by WWD to the Buyer under all contracts between them. Payment of the full price for the Goods shall include the amount of any interest or other sums payable under contracts between WWD and the Buyer.

9.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as WWD's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as WWD's property. Until that time or until otherwise notified by WWD in writing or until the happening of any event set out in these Conditions entitling WWD to terminate this Contract the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall account to WWD for the proceeds of the sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any monies or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

9.4 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold) WWD shall be entitled at any time to require the Buyer to deliver up the Goods to WWD and, if the Buyer fails to do so forthwith, to enter upon any premises or vehicles of the Buyer or any third party where the Goods are stored and repossess the Goods.

9.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for indebtedness any of the Goods which remain the property of WWD.

9.6 Where the Buyer uses banking facilities or factoring or an invoice discounting company which involves the selling of debtors or using debtors as security, the Buyer shall notify the bank, the factoring or invoice discounting company concerned of WWD's interest in the Goods and specifically that title in the Goods has not passed until the invoice has been paid in full and otherwise as set out in these Conditions.

## 10. LIMITED WARRANTY

Subject always to the Buyer complying with the provisions of these Conditions and more particularly Condition 6 & 8 above:

10.1 WWD will (at WWD's option) either (i) refund the price (ii) make good by repair (iii) exchange the Goods which are shown to WWD's reasonable satisfaction to have proved defective in materials or workmanship within the manufacturer's specified warranty period. WWD shall at its sole discretion decide whether such making good shall be affected at the offices of the Buyer or at WWD's offices.

10.2 The warranty contained in this Condition is in lieu of all warranties whatsoever (whether expressed or implied and whether arising at common law or by statute) all of which are hereby excluded to the full extent permitted by law. WWD does not attempt to exclude the warranty as to title implied by law.

10.3 The warranty contained in this Condition shall not apply if (i) the repair or replacement is required because of an accident, neglect, misuse, or failure to maintain the Goods on the part of the Buyer (ii) there is interference with the Goods by persons other than WWD's engineers (iii) the Buyer uses equipment, spares or unapproved installation of software products in the Goods or the installation of any software for which the Buyer has not obtained a license if one is required to operate the software which damages the Goods or causes them to malfunction. (iv) Any sum owing to WWD by the Buyer has not been paid. All such matters shall be the entire responsibility of the Buyer for all purposes.

10.4 WWD's warranty under this Condition for defective Goods shall only operate where WWD is able to claim under the Manufacturers or Publishers, dead on arrival warranty or other defective goods terms and actually obtains from the Manufacturer or Publisher a refund credit in respect of the defective Goods. For example and without limitation if the Manufacturers or Publishers defective goods terms requires that Goods are to be returned direct to it or a nominated service provider WWD cannot and shall have no obligation to accept a return of and/or grant a credit for such Goods.

#### **11. LIMITATION OF WWD'S LIABILITY**

11.1 WWD's liability under any Contract is limited to making good defects or failures to the extent described in condition 6 above.

11.2 WWD shall not be liable for any increased costs, expenses, loss of profits, goodwill, business, contracts, revenues or anticipated savings or any type of special indirect or consequential loss (including loss or damage suffered by the Buyer as a result of an action brought by a third party) even if such loss was reasonably foreseeable or WWD had been advised of the possibility of the Buyer incurring the same. In any event, WWD's entire liability for direct loss or damage arising from damage to tangible property for which WWD is liable shall be limited only to the vat exclusive price of the relevant product or service in connection with which any claim for damage or loss is made.

11.3 WWD does not attempt to limit liability for personal injury or death caused by its negligence or the negligence of its employees or agents. To the extent the law does not permit such liability to be excluded, WWD does not attempt to limit its liability for damage to the tangible property of the Buyer resulting from the negligence of WWD or its employees or agents to the extent that WWD is insured against such loss.

11.4 The Buyer undertakes with WWD that it will ensure compliance so far as is reasonably practicable by its employees, agents, licensees and Buyer with any instructions given by WWD or the Manufacturer for the purpose of insuring the Goods will be safe and without risk to health when properly used and will take any steps and precautions, having regard to the nature of the Goods as are necessary to preserve the health and safety of persons handling, using or disposing of them.

11.5 WWD gives no undertaking that the Goods are fit for any particular purpose (including any purpose for which such Goods are commonly supplied) or is of any particular quality in respect of its appearance, finish, safety, durability or freedom from defects or otherwise. The Buyer having greater knowledge of his own requirements relies entirely on his own skill and judgement in evaluating whether the equipment is in every respect of satisfactory quality.

11.6 Nothing in these conditions shall in any way exclude or limit any liability WWD may have for death or personal injury caused by its negligence.

#### **12. PERFORMANCE DATA AND SPECIFICATIONS**

12.1 The Buyer shall not rely upon any representations as to the Goods or their fitness for any particular purpose unless WWD specifically agrees these in writing.

12.2 Any performance figures quoted or referred to by WWD are estimates only, based on assumed conditions in a well managed office with experienced, adequate and efficient operators and appropriate services, and proper use of satisfactory materials.

12.3 WWD reserves the right to make any alteration to or departure from the specifications or design of the Goods ordered provided that this shall not to a material extent adversely affect the performance of the Goods or the quality of the workmanship of the materials unless such alteration to or departure from the specifications or design are required to in order to make the Goods conform to any applicable safety or other statutory or regulatory requirements from time to time.

12.4 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by WWD shall be subject to correction without any liability on the part of WWD. All specifications, drawings and technical documents issued by WWD either before or after conclusion of the contract are issued solely for the Buyers use in connection with the Goods and shall not be copied, reproduced or communicated to any third party without WWD's approval.

#### **13. TELECOMMUNICATIONS GOODS**

Where the Goods supplied by WWD are to be used in conjunction with British Telecom ("BT") lines or apparatus then the following additional Conditions shall apply: (i) BT shall have the right to require modifications to be carried out to Goods already installed and in use and the modifications will be carried out at the Buyer's expense (ii) the Buyer shall indemnify WWD against all and any liability, cost or expense arising out of or in connection with damage, loss or injury to BT goods or personnel in connection with or arising out of the Buyer's acts or omissions.

#### **14. FORCE MAJEURE AND FRUSTRATION**

WWD shall (1) in any event not be liable for loss or damage and (2) be entitled to cancel or rescind the Contract if the performance of its obligations under the Contract is in any way adversely affected by any cause whatsoever beyond WWD's control including (but not limited to) the delays or default of supplies or the defaults of any sub-contractor, act of God, explosion, fire or accident, war, threat of war, sabotage, insurrection, civil disturbance, requisition, Acts, restrictions, regulations, bye-laws, prohibitions or measures of any Government or Parliamentary or Local Authority, strike, lock-out, trade disputes, flood, accident to plant or machinery, shortage of materials or labour, import or export regulations or embargoes. If due to any such event the WWD has insufficient stocks to meet all its commitments the WWD may apportion available stocks between its Customers at its sole discretion.

#### **15. CONFIGURATION**

15.1 On agreement WWD will provide configuration services to the customer. Configuration services will be at the price agreed at the time the order is taken or confirmed. The Buyer shall be solely responsible for the accuracy of its order, the specification of the components and their configuration and for ensuring that the configured product specified is satisfactory for the purpose for which it is required, including without limit that it has sufficient overall functionality and will support, be compatible and inter-operable with any hardware, software and middleware with which it is intended to operate.

15.2 Configuration services will have a warranty of 14 days from the date of shipment to the Buyer. WWD's sole liability (and the Buyer's sole remedy against WWD) in respect of any defective services for which WWD is responsible shall be the repair by WWD or at WWD's sole option the replacement of the Goods on which the services have been performed. (If any alleged defect shall be attributable to defect in the Goods the provisions of clause 14 shall apply). Claims in respect of defective service must be made within 21 days of the date of Delivery of the configured Goods.



**16. GENERAL**

16.1 The Buyer shall not without the prior written consent of WWD assign or purport to assign any of its debts or obligations owed to WWD to any associated company of the Buyer or to any third party whatsoever.

16.2 Where WWD has agreed to grant credit terms to the Buyer under these Conditions the Buyer undertakes to immediately notify WWD in writing of the existence of and the identity of any associated companies under common ownership with the Buyer. This obligation is a continuing obligation such that, if at any time after credit has been granted any other company comes into common ownership with the Buyer the Buyer shall inform WWD of this. It is agreed that the requirements under this clause are of the essence of the Contract.

16.3 WWD may assign its rights and obligations. The Buyer may not assign its rights and obligations.

16.4 No delay or failure by WWD in enforcing any provision shall constitute a waiver of that provision or any other provision. No waiver by WWD of any breach of the contract shall be considered as a waiver of any subsequent breach of the same or any other provision.

16.5 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

16.6 WWD's rights are cumulative and in addition to any rights available to it at common law.

16.7 These Conditions are WWD's current Conditions of trade. WWD maintains the right to add to or amend these Conditions. The Buyer will be responsible for satisfying themselves as to the Conditions on an ongoing basis and currently applicable to the transaction/ (s) in hand, by either viewing the WWD website or requesting a hard copy direct from WWD.

16.8 Nothing in these Conditions shall confer on any third party (that is, any party other than the WWD or the Buyer) any benefit or the right to enforce any term of these Conditions and the application of the Contracts (Rights of Third Parties) Act 1999 to these Conditions is hereby excluded.

16.9 The parties agree that these Conditions shall be constructed in accordance with English law and for the exclusive benefit of WWD that the Courts of England are to have the exclusive jurisdiction to settle any disputes which may arise in connection with these Conditions; but the Buyer agrees that WWD shall be entitled to bring proceedings in connection with these Conditions in any other court of competent jurisdiction.

Terms and Conditions completed & accepted by - please sign and write name

In block capitals: \_\_\_\_\_

Position in Company /Business: \_\_\_\_\_

Date: \_\_\_\_\_



## **PURCHASE ORDER TERMS AND CONDITIONS OF WW DIGITAL LTD**

By accepting this Standard Form of Purchase Order (hereinafter referred to as "the Order") the Vendor accepts the Terms and Conditions included herein, unless the Vendor notifies WW DIGITAL LIMITED (hereinafter referred to as "the Buyer") of the Vendor's objections.

### **1. ACKNOWLEDGMENT AND ACCEPTANCE OF ORDER**

This Order constitutes an offer from the Buyer that is expressly limited to the Terms and Conditions contained herein. The Terms and Conditions of this Order are those that apply to the purchase of materials, items, products, components or services (hereinafter referred to as "Material"). All exhibits, attachments, technical specifications, drawings, notes, instructions, or information referenced in the Order are incorporated herein by reference. These Terms and Conditions control unless, they are specifically varied or contradicted by one of the following methods in the listed order of precedence; 1.) Varying terms on the face of this Order, 2.) A current existing Master Purchase Agreement, 3.) Another valid contract between WW Digital Ltd and the Vendor to which this Order applies. All other prior oral or written statements varying the Order are specifically rejected and disclaimed.

### **2. CHANGES/AMENDMENTS**

The Buyer shall have the right at any time, by written notice, in the form of a Change Order, to the Vendor, to make any changes it deems necessary, including, but not limited to, changes in specifications, design, delivery, testing methods, packing or destination. If any such required changes cause an increase or decrease in the cost of or the time required for performance, an equitable adjustment shall be made in the contract price or delivery schedule, or both. Any claim by the Vendor for adjustment under this clause shall be deemed waived unless asserted in writing within ten (10) days from receipt by the Vendor of notice of change. Price increases, extensions of time for delivery and change in quantity shall not be binding on the Buyer unless evidenced by a form of Change Order issued and signed by the Buyer.

### **3. DELIVERY/FORCE MAJEURE**

If any Material is not delivered by the date specified herein, the Buyer reserves the right, without liability, to cancel this Order as to any Material not yet shipped or tendered, and to purchase substitute Material and to charge the Vendor for any loss incurred. Oral cancellation notices, made by the Buyer or the Vendor, are effective when made, and can be confirmed in writing. Any provisions hereof for delivery by installment shall not be construed as making the obligations of the Vendor severable. The Buyer shall have the right to refuse deliveries made more than one week in advance of any delivery schedule appearing in this Order unless arrangements for such early delivery have been confirmed with the receiving party.

The Vendor shall notify the Buyer in writing promptly of any delays (however caused) and of any actual potential labor dispute which delays or threatens to delay the timely performance of this Order.

If the Vendor is unable to complete performance at the time specified for delivery hereunder, by reason of strikes, labor disputes, riot, war, fire or other causes beyond the Vendor's reasonable control, the Buyer, at his option, may elect to take delivery of Material hereunder in its unfinished state and to pay such proportion of the contract price as the work then completed bears to the total work hereunder and to cancel this Order without liability as to the balance of the Material covered hereunder.

#### **4. TITLE AND RISK OF LOSS**

Terms of shipping are F.O.B. the Buyer's delivery location unless otherwise noted within the terms of this Order.

#### **5. PRICE/TAXES**

Prices stated on the Order hereof are firm and shall remain firm until deliveries have been completed unless otherwise expressly agreed to in writing by both parties. The Vendor agrees that any price reduction made with respect to Material covered by this Order subsequent to placement will be applied to this Order. All prices specified herein include all charges for, but not limited to, inspection, and packaging. Prices set forth are exclusive of applicable sales, use, excise, value-added or similar taxes. The Buyer will furnish the Vendor with a tax exemption certificate upon request.

#### **6. WARRANTIES**

The Vendor warrants that any Material supplied hereunder shall conform to the generally recognized manufacturing and safety standards of the Vendor's industry in the United Kingdom and shall meet or exceed the Vendor's specifications on performance as detailed in the Vendor's brochures, sales literature and other specifications as may be available to the Buyer.

In addition to any other express or implied warranties, the Vendor warrants that the Material furnished pursuant to this Order will be: (a) free from defects in title, workmanship and material; (b) free from defects in design except to the extent that such items comply with detailed designs provided by the Buyer; (c) of merchantable quality and suitable for the purposes, if any, which are stated on this Order.

If any material covered by this Order is found not to be as warranted, the Buyer may, by written notice to the Vendor: (a) rescind this Order as to such non-conforming Material; (b) accept such Material at an equitable reduction in price; (c) reject such non-conforming Material and require the delivery of suitable replacements.

If the Vendor fails to deliver suitable replacements promptly, the Buyer, with notice of five business days, may replace or correct such Material and charge the Vendor the additional cost occasioned the Buyer thereby, or terminate this Order for default.

Any items corrected or furnished in replacement are subject to all the provisions of this article entitled WARRANTIES to the same extent as items initially furnished or originally ordered.

Cost of replacement, rework, inspection, repackaging and transportation of such corrected Material shall be at the Vendor's expense.

This warranty provision shall survive any inspection, delivery, acceptance, payment, expiration or earlier termination of this Order and such warranties shall run to the Buyer, its successors, assigns, employees, students, and users of the Material. Nothing herein,

however, shall limit the Buyer's rights in law or equity for damages resulting from delivery of defective goods or damage caused during the delivery of goods or provision of services.

Rights granted to the Buyer in this article entitled WARRANTIES are in addition to any other rights or remedies provided elsewhere in this Order or in Law.

#### **7. INSPECTION AND ACCEPTANCE**

The Vendor shall inspect all Material prior to shipment to the Buyer. All Material covered by this Order may be inspected and tested by the Buyer or its designee. If the Buyer so elects to inspect or test successful completion of such inspection and testing shall be a prerequisite to the Buyer's acceptance of the Material. If deemed necessary by the Buyer, the Vendor shall provide without charge, all reasonable facilities and assistance for such inspection and test.

Any inspection records relating to Material covered by this Order shall be available to the Buyer during the performance of this Order and for such longer periods as specified by the Buyer.

If any Material covered by this Order is defective or otherwise not conforming to the requirements of this Order, the Buyer may, by written notice to the Vendor: (a) rescind this Order as to such non-conforming Material; (b) accept such Material at an equitable reduction in price; (c) reject such non-conforming Material and require the delivery of suitable replacements. If the Vendor fails to deliver suitable replacements promptly, the Buyer, with notice of five business days, may replace or correct such Material and charge the Vendor the additional cost occasioned the Buyer thereby, or terminate this Order for default.

No inspection (including source inspection) test, approval (including design approval) or acceptance of Material shall relieve the Vendor from responsibility for defects or other failures to meet the requirements of this Order. Rights granted to the Buyer in this article entitled INSPECTION is in addition to any other rights or remedies provided elsewhere in this Order or in Law.

#### **8. BUYER'S PROPERTY IN SELLER'S POSSESSION**

All tools, special dies, molds, patterns, jigs and any other property furnished to the Vendor by the Buyer or specifically paid for by the Buyer for use in the performance of this Order shall be and remain the property of the Buyer; shall be subject to removal at any time upon the Buyer's demand; shall be used only in filling orders for the Buyer; shall be maintained in good order and condition and shall be clearly identified as the property of the Buyer. The Vendor assumes all liability for loss or damage to such property.

#### **9. PATENT INDEMNITY**

The Vendor agrees to indemnify, hold harmless and defend the Buyer, its employees, directors, officers, Agents and students with respect to all claims, suits, actions and proceedings of actual or alleged infringements of any Letter, Patent, Registered or Industrial Design, Trademark or Trade Name, Trade Secret, Copyright or other protected right in any country resulting from any sale, use or manufacture of any Material delivered hereunder and to pay and discharge all judgments, decrees, and awards rendered therein or by reason thereof and bear all expenses and legal fees (including the Buyer's) associated herewith. The Buyer reserves the right to be represented in any such action by its own counsel at its own expense.

#### **10. INDEMNITY**

The Vendor will indemnify, defend and hold the Buyer, its directors, officers, employees, agents and students harmless from any loss, expense, claim or damage including reasonable defense costs, arising from any claim or action based on any acts or omissions of the Vendor, its employees, servants, agents or subcontractors. The Buyer reserves the right to be represented in any such action by its own counsel at its own expense.

#### **11. ASSIGNMENT/SUBCONTRACTING**

The Vendor shall not assign this Order, any rights under this Order or any monies due or to become due hereunder nor delegate or subcontract any obligations or work hereunder without the prior written consent of the Buyer. No purported assignment or delegation by the Vendor shall be binding on the Buyer without such consent.

#### **12. CANCELLATIONS**

The Buyer may cancel this Order in whole or in part, for no cause, upon written, oral, FAX, or telex notice to the Vendor, effective when sent, provided such notice is sent at least fourteen (14) days prior to the delivery date specified on the face of this Order.

The Buyer may cancel this Order in whole or in part at any time for cause by written, oral, FAX, or telex notice to the Vendor, effective when sent, in the event that the Vendor: (a) fails to comply with any term or condition of this Order including, but not limited to, delivery terms; or (b) appoints a receiver, liquidator or trustee in bankruptcy or other similar officer over any or all of its property or assets; or (c) files a voluntary petition in bankruptcy; or (d) has had filed against it an involuntary petition in bankruptcy which remains in effect for thirty (30) days; or (e) voluntarily ceases trading; or (f) merges with or is acquired by a third party; or (g) assigns any of its rights or obligations under the Order to a third party without the Buyer's advance written consent.

Upon the occasion of any one of the aforesaid and in addition to any remedies which the Buyer may have in Law or in Equity, the Buyer may also cancel this order or any outstanding deliveries hereunder by notifying the Vendor in writing of such cancellation and the Vendor shall thereupon transfer title and deliver to the Buyer such work in progress or completed material as may be requested by the Buyer. The Buyer shall have no liability to the Vendor beyond payment of any balance owing for Material purchased hereunder and delivered to and accepted by the Buyer prior to the Vendor's receipt of the notice of termination, and for work in progress requested for delivery to the Buyer.

#### **13. RESCHEDULING**

The Buyer may without liability at least fourteen (14) days prior to the scheduled delivery date appearing on the Order defer delivery on any or every item under said Order by giving oral notice to the Vendor (confirmed in writing within ten (10) working days) of any necessary rescheduling.

#### **14. PROPRIETARY INFORMATION/TITLE TO SPECIFICATIONS**

All written information obtained by the Vendor from the Buyer in connection with this Order and which is identified as proprietary, including, but not limited to, any specifications, drawings, blueprints and software programs, shall remain the property of the Buyer, shall be used by the Vendor only to the extent necessary for performance of this Order and shall not be disclosed to any third parties without prior written consent of the Buyer.

The Vendor shall not make or authorize any news release, advertisement, or other disclosure which shall deny or confirm the existence of this Order without prior written consent of the Buyer except as may be required to perform this Order.

## **15. SHIPPING, PACKAGING AND LABELING**

All Material purchased hereunder must be packed and packaged to ensure its safe delivery in accordance with good commercial practice and where incorporated, the Buyer's packaging specification.

The Vendor shall mark on all containers, handling and loading instructions, shipping information, part number, purchase order number and item number, quantity in box, shipment date, and names and addresses of the Vendor and the Buyer. An itemized packing list must accompany each shipment. Each packing slip shall include; this Order number, quantity, item description, order date, shipping date and delivery address, but shall not include pricing information.

All shipments of hazardous materials under this Order shall comply with current UK Department of Transportation (DOT) regulations and the labeling shall meet the current UK.

## **16. THE VENDOR AS AN INDEPENDENT CONTRACTOR**

The Vendor shall perform the obligations of this Order as an independent contractor and under no circumstances shall it be considered an agent or employee of the Buyer. The Terms and Conditions of this Order shall not, in any way, be construed as to create a partnership or any other kind of joint undertaking or venture between the parties hereto. The Vendor expressly waives any and all rights which may or may not exist to claim any relief under the Buyer's comprehensive insurance policy, worker's compensation or unemployment benefits.

## **17. STANDARDS OF CONDUCT**

The Vendor must reassign its employees, agents and subcontractors working on the Buyer's premises if any such personnel are deemed to be disruptive, dangerous, incompetent, or otherwise noncompliant with reasonable conduct guidelines and WW Digital policies and procedures. At the Buyer's request, the Vendor will distribute publications supplied by the Buyer regarding the Buyer's policies, practices, and procedures, including, but not limited to, Affirmative Action and Sexual Harassment policies.

## **18. INVOICING/PAYMENTS/SET-OFFS**

After each delivery of Material, pursuant to this Order, the Vendor shall send duplicate invoices including item number to the Buyer's Accounts Payable Department.

Payment of invoice shall not constitute acceptance of Material ordered and shall be subject to appropriate adjustment, if the Vendor failed to meet the requirements of this Order. The Buyer shall have right at any time to set-off any amounts due to the Vendor, (or any of its associated or affiliated companies) against any amounts owed by the Buyer with respect to this Order or any subsequent Order or any other contractual agreement between the parties hereto unless such set-off violates local law or regulations.

## **19. INSURANCE AND STATUTORY OBLIGATIONS**

If any part of this Order involves the Vendor's performance on the Buyer's premises or at any place where the Buyer conducts operations, or with material or equipment furnished to the Vendor by the Buyer, the Vendor shall take all necessary precautions to prevent injury to persons or property during the progress of such work. The Vendor shall maintain public liability, personal injury, and property damage insurance and employer's liability and compensation insurance, in an amount determined by the Buyer to be appropriate, to protect the Buyer from said risks and from any statutory liabilities

whatsoever arising there from. The Vendor shall produce evidence of such insurance upon request by the Buyer.

#### **20. WAIVER**

The failure of the Buyer to insist in any instance upon the strict performance of any provision of this Order or to exercise any right or privilege granted to the Buyer hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

#### **21. NOTIFICATION OF HAZARDOUS PRODUCT**

The Vendor hereby agrees to notify the Buyer of any inherent hazard related to the Material being purchased herein that would expose the hazard during handling, transportation, storage, use, resale, disposal or scrap. Said notice shall be sent to the Buyer's Director of Purchasing and shall specify the product name and part number, the nature of the hazard, proper precautions that must be undertaken by the Buyer or others and any additional information that the Buyer should reasonably expect to know to protect its interest.

#### **22. COMPLIANCE WITH LAWS**

By acceptance of this Order, the Vendor agrees to comply with the requirements of Executive Order 11246, as amended, relating to Equal Employment Opportunity. The Vendor also agrees to comply with the Fair Labor Standards Act and the Occupational Safety and Health Act, and all other applicable federal, state, county, and local laws, ordinances, regulations and codes. Whether or not the Buyer provides a specification, if materials, services or containers furnished by the Vendor are required to be constructed, packaged, labeled or registered in a prescribed manner, the Vendor shall comply with the applicable federal, state, county and local laws, ordinances, regulations and codes. The Vendor further agrees to indemnify and hold the Buyer and its customers harmless from any loss or damage that may be sustained by the Buyer, by reason of the Vendor's failure to comply with any federal, state, county or local laws, ordinance, regulations and codes.

#### **23. REPRODUCTION OF DOCUMENTATION**

The Buyer shall have the right at no additional charge to use or incorporate all or portions of material found in the Vendor's literature and/or reproduce the Vendor's applicable literature such as operating and maintenance manuals, technical publications, prints, drawings, training manuals and other similar supporting documentation and sales literature. The Vendor agrees to advise the Buyer of any updated information relative to the foregoing literature and documentation with timely written notice.

#### **24. LAW OF THE CONTRACT**

This Order shall be governed by and interpreted in accordance with the laws of the Commonwealth. English Law and the jurisdiction of the English Courts apply.