



CONDITIONS OF SALE

Agreement for Works by Watson Towers Ltd



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1. In these terms and conditions of sale known hereinafter known as the Agreement, (containing the Conditions of sale), "the Seller" refers to Watson Towers Limited and "the Buyer" refers to the person, firm or company specified in the accepted quotation or contract.
2. These conditions of sale shall supersede any terms of purchase, sale or other conditions supplied by the Buyer and shall be the entire Agreement between the parties
3. The Agreement is for materials supplied and or fabricated known as Goods.
4. Any Design provided shall be limited to reasonable skill and care, to an agreed Professional Indemnity (PI) level of cover of Insurance.
5. The Agreement known as the Contract Date shall take effect from the earlier of a) commencement of any work or b) acceptance of any offer by the Seller, whichever maybe the earlier.
 6. Acceptance of any Goods, any offer to complete Goods or request to commence any works to the Goods confirm this Agreement in it's entirety and it shall take precedence over any other conditions of sale purchase or contract whatsoever including but not limited to any conditions stated in the Buyers purchase order, prior terms and any Buyer purchase order, tender invite and such similar documents
7. The Seller shall provide the Goods using reasonable skill and care expected of a supplier of such Goods. Where these conditions refer to 'Goods' this shall also include 'services' as appropriate and defined within the Sellers quotation.
8. The Seller does not guarantee delivery dates although these are as accurate as can be ascertained at the time and the Seller will make reasonable efforts to adhere to them. All C & F and C.I.F. contracts are based on current rates of freight and insurance and are subject to increase. Any such contract involving freight are subject to available shipping or other transport space.
9. In any contract involving multiple deliveries, a failure of any one delivery shall not constitute a breach of this Agreement.
10. Where the Buyer considers the Goods to not comply with any quotation or contract it is a condition precedent that the Buyer shall provide full and particular details of such non-compliance within 24 hours of receipt of such Goods by registered post. The Seller shall on receipt of such particular detail confirm acceptance or reject the particular details giving reasonable justification. Where the Seller accepts such non-compliance the Seller may offer a reduced price for such Goods on acceptance of the Goods by the Buyer in the condition provided or replace such Goods at its sole discretion.
11. If the buyer fails to pay on the due date for payment, interest shall run at the rate of 4% above the Royal Bank of Scotland minimum lending rate from the due date for payment until payment. If the Buyer fails to pay on the due date for payment the Seller reserves the right to terminate or suspend this and/or any other contract between the parties without liability for any losses, costs, damages or other remedies in contract, at law or delict.
12. The Goods are deemed to have become the property and right in title only when payment has been received in full by the Seller, but not withstanding this provision the Buyer shall be obliged (and hereby agrees) to insure the Goods to their full value against all risks in transit and in their custody or under their control until the Seller receives payment in full. If any payment or part of any payment is overdue the Seller may recover and re-sell the Goods and may enter the Buyer's premises to implement this right. If any of the Goods have been incorporated with any other Goods or have been used to manufacture any other Goods the property in the Goods shall nevertheless remain with the Seller. If the Goods have been sold by the Buyer the Buyer shall be Trustee for the Seller until the Seller has received full payment for the Goods.
13. The Buyer shall make payment to the Seller within 30 calendar days of invoice or self-billing date.
14. Any increase or decrease in material prices between the Contract Date and the delivery date will be added or subtracted from the contract price so that the price due by the Buyer will be the Seller's price at delivery in line with LME appropriate rates and the Bloomberg exchange rate.
15. Any requirement for storage or dayworks of Goods shall be paid in accordance with current maximum BCSA daywork charges.
16. Where the Buyer suspends or terminates part of the Agreement for all or part of the provision of any Goods, the Seller shall provide contemporary records of time and associated costs which shall be payable to the Seller on demand. These costs shall include apportioned overhead and costs associated with the changes to this Agreement.
17. In the event of a material default by either Party hereto the other Party may by serving written notice terminate the Agreement (a) forthwith in the case of an irremediable default; or (b) 14 days after service of notice of a remediable default if the defaulting Party has not made reasonable efforts to remedy the default. If circumstances arise for which the Seller is not responsible and which the Seller considers make it impractical or impossible for it to perform



all or any part of the Goods, the Seller shall be entitled to immediately suspend the provision of the Goods or terminate its appointment by 14 days' notice in respect of all or such part of the Goods. In the event that such suspension or termination arises before a payment due date is reached the Buyer shall pay the Seller such sums as have been completed and any costs including any losses (including but not limited to loss of use, loss of earnings, loss of profit, loss of contracts or the equivalent). If the Buyer shall have committed any offence under any UK legislation in force from time to time concerning the prevention of corruption, the Bribery Act 2010 then the Seller may forthwith terminate this Condition of Sale and recover from the Buyer on a full indemnity basis the amount of loss resulting from such termination.

18. The Seller shall retain a right of lien over the Goods for the purchase price thereof or any other monies due to the Seller by the Buyer. The Seller shall be entitled to re-sell the Goods and apply the proceeds (including costs related to such re-sell whether direct or otherwise) therefrom in reduction of the monies due to the Buyer.
19. Neither party shall be liable for reasons beyond the control of either party including fire, strikes, lock-out, civil commotion, labour disputes or other circumstances falling within the ordinary meaning of force majeure. If the failure in delivery extends to an unreasonable period bearing in mind the type of Goods contracted for, the contract may be cancelled by written notice.
20. The Seller makes no other warranties or representations of any kind whatsoever express or implied, including any warranties of merchantability/satisfactory quality or fitness for purpose relating to the Goods or services to be provided under these Conditions of Sale and any such warranties are expressly excluded. The Buyer's sole and exclusive remedies and the Seller's sole and exclusive liability for any and all claims, damages the Buyer might have against the Seller howsoever arising out of any act, error or omission of the Seller are those expressly set forth in this Condition of Sale and the Buyer expressly waives any other remedies it might have whether at law, or in equity and whether based on contract or in tort or delict (including negligence) or otherwise to the maximum permitted by law. Any and all releases, limitations on liability, restrictions, exclusions and indemnities running in favour of Seller in these Conditions of Sale shall include in the aggregate Seller's parent and affiliated and subsidiary undertakings, and its and their officers, directors, shareholders, employees, agents and representatives.
21. The Seller shall not be liable for any losses, alleged consequential losses in connection with this Agreement and the purpose or use of the Goods, whatsoever their intention, function or integration to the Buyer's project requirements. This shall extend to the Goods function and design if applicable.
22. The Buyer shall hold harmless and indemnify the Seller against any third-party claims for any loss or damage howsoever arising out of or in connection with or as a consequence of the Seller's Goods or services (including but not limited to the Buyer's negligence) together with, without limitation, any legal expenses incurred as a result of defending the same.
23. The Buyer agrees to save harmless and indemnify the Seller, its affiliates, subsidiary companies, stockholders, directors, officers, agents, employees and clients, from and against any claims, suits (including legal fees and other expenses incidental thereto whether groundless or not), judgements and awards, on account of any loss, damage to property, or injury (including death or disease) to any person including any employee of the Seller which may be alleged to have occurred in connection with the execution of this Agreement.. The Buyer assumes all risks of damage, loss or injury to the Buyers own property or persons from whatsoever causes to the maximum permitted by law. The Buyer shall insure the Goods and provide other insurances reasonably to be inferred taking due cognisance of the Goods to be supplied as a competent Buyer in the joint names of the Buyer and Seller.
24. Time shall not be of the essence.
25. The Buyer shall insure the Goods and shall indemnify the Seller from any damage and/or loss howsoever.
26. This Agreement shall be governed by Scottish Law and the parties hereby agree to prorogate the exclusive jurisdiction of the Scottish Courts.
27. If the Goods relate to material supply only any difference or dispute between the parties shall be determined by an adjudicator mutually agreed failing which appointed by the President of the Chartered Institute of Arbitrators as he may delegate.
28. If the Goods relate to any other Goods any dispute shall be deemed to be subject to the Housing Grants, Construction and Regeneration Act 1996 as amended. Any decision of the Adjudicator shall be final.
29. The Contract (Third Party Rights) (Scotland) Act 2017 shall not apply.