

Your Ref: Replacement
Our Ref: JENKINSS-9297

Attn: Tony Mission
LISKEARD TOWN COUNCIL
3-5 WEST STREET
LISKEARD
CORNWALL
PL14 6BW
Wednesday 3rd May 2017

Dear Tony Mission,

Many thanks for your recent enquiry and in accordance with our understanding of your requirements we have pleasure in submitting our quotation as follows:

THE PRICE BELOW IS THE COMPLETE PRICE PER UNIT, WHICH INCLUDES THE FOLLOWING;

- 1) DELIVERY TO SITE OF THE NEW UNITS.
- 2) REPLACEMENT OF OLD UNITS WITH THE NEW, (INCLUDING MATERIALS FOR FINAL CONNECTION TO EXISTING SERVICES)
ALSO A 13MM MARINE SOLID GRADE LAMINATE PANEL TO COVER EXISTING APERTURE.
- 3) COMMISSIONING OF NEW UNITS, LEAVING NEW UNITS READY FOR USE.
- 4) REMOVAL OF OLD UNITS FROM SITE.
- 5) SUBJECT TO SITE SURVEY

Part Number & Description	Quantity	Price	Line Total
THRII-SS - Thrii Automatic Handwash Dryer; S'Surface;	2 EA	£1,535.27 each	£3,070.54
THRII-WP-02 - Thrii SGL wall panel to replace FMX. (Issue 2)	2 EA	£296.01 each	£592.02
THRII-INS-KIT - Thrii Installation kit.	2 EA	£87.32 each	£174.64
.. - Engineers Time & Installation	1 EA	£1,044.00 each	£1,044.00

Total Value: £4,881.20

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COMMENTS & CONDITIONS:

PLEASE BE AWARE; WALLGATE REPRESENTATIVES CANNOT CARRY OUT ANY BUILDING WORKS,

INCLUDING RE-TILING OR OTHER MAKING GOOD WHICH MAY BE NECESSARY AFTER THESE WORKS.

BUT EVERY PRECAUTION WILL BE TAKEN TO AVOID CAUSING ANY DAMAGE

COMMENTS & CONDITIONS:

- Wallgate's solid surface products are manufactured in line with Wallgate Quality Standards, details of which are available from Wallgate on request.
- Solid surface sanitary ware is available in 12 off standard colours, please refer to our colour chart for options.
- When placing orders for items that involve through wall fixings and connections please provide the nominal wall thickness.
The standard length of all cables is 4m. 2 and 4m extensions are available if required.
- A minimum 2 weeks notice is required before the start of any commissioning or other on-site works.
- This quotation is valid for 28 days from date of issue.
- All prices (except spare parts, commissioning and other on site works) to locations within the UK are carriage inclusive based on a 3 day delivery service.
- All prices are exclusive of VAT and Import Duties. VAT will be charged at the prevailing rate.
- We reserve the right to review our quotation if the currency exchange rate fluctuates by 10% or more from today's published exchange rates.
- Unless otherwise agreed by Wallgate and confirmed in writing all quotations are based on Wallgate's standard Terms and Conditions of Sale. Please request a copy if not attached to this quotation.
- Delivery is normally 20 working days (spare and replacement parts 5 working days) from date of order for standard products. Bespoke products may well take significantly longer.
- Payment terms: Credit account invoices to be paid 30 days from date of invoice, subject to a credit account being granted. For Pro-Forma accounts, cleared funds must be received prior to the dispatch of any goods. All Payments are to be in-line with Wallgate's terms and conditions of sale.

Kind regards,

Susanne Jenkins

Non-Secure Sales Co-Ordinator





Wallgate Limited (“the Company”) Terms and Conditions

1. Definitions

- 1.1. “Conditions” means the terms and conditions set out in this document
- 1.2. “Contract” means the contract between the Company and the Customer for the sale and purchase of the Goods in accordance with these Conditions.
- 1.3. “Goods” means the goods set out in the Order.
- 1.4. “Customer” means the legal party who purchases the Goods from the Company.
- 1.5. “Wallgate Quality Standards” means collectively those international and British standards and Wallgate’s Aesthetic Quality Standard, details of which are available from Wallgate on request.

2. General

- 2.1. These conditions apply to the exclusion of any conditions proposed by the Customer, and to the exclusion of any other terms implied by trade, custom, practice or course of dealing and may not be varied without the written consent of the Company.

3. Acceptance

- 3.1. Quotations whether written or oral shall not constitute an offer.
- 3.2. The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order are complete and accurate.
- 3.3. The Order shall only be deemed to be accepted when the Company issues a written acceptance of the Order, at which point the Contract shall come into existence.
- 3.4. Acceptance of an Order, whether pursuant to a Quotation or not, is at the Company’s discretion and credit account applications may be subject to satisfactory credit references.

4. Delivery

- 4.1. Lead times quoted by the Company for delivery of the Goods are an estimate only and time for delivery is not of the essence.
- 4.2. If a Customer requests that delivery of an Order (or part of an Order) be delayed:
 - 4.2.1. by more than 4 weeks; or
 - 4.2.2. on more than one occasion,and the Order has not been paid for in full the Company may return the Goods comprised in the Order to stock and set a new delivery date (with reference to the lead time for the manufacture of the Goods).
- 4.3. If the Company fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. In any event, the Company shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure event (as defined in clause 17) or the Customer’s failure to provide the Company with any instructions that are relevant to the supply of the Goods.
- 4.4. Unless otherwise agreed in writing by the Company, delivery of the Goods shall take place at the Company’s place of business.
- 4.5. If the Company agrees to deliver the Goods to the Customer, and if the Customer or the Customer’s agent fails to accept delivery of the Goods, the Company will return the Goods to the Company’s place of business for collection by the Customer.
- 4.6. If the Customer fails to collect the Goods within three days of the Company notifying the Customer that the Goods are ready, then, except where such failure is caused by a Force Majeure event or the Company’s failure to comply with its obligations under the Contract:
 - 4.6.1. delivery of the Goods shall be deemed to have been completed at 9.00 am on the third day after the day on which the Company notified the Customer that the Goods were ready; and
 - 4.6.2. the Company shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.7. If 10 days after the day on which the Company notified the Customer that the Goods were ready for delivery the Customer has not taken delivery of them, the Company may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

5. Price

- 5.1. Further to 3.1 above, for offers made within 28 days of a quotation, the actual price charged to the Customer will be that quoted by the Company. Offers made outside this period may be subject to change.
- 5.2. Unless otherwise agreed by the Company in writing, the price for the Goods shall be exclusive of VAT or other duty payable on the Goods.
- 5.3. Unless otherwise agreed by the Company in writing, where the Goods are delivered in the UK (save for Northern Ireland, the Channel Islands, and the Isle of Man), the price for the Goods shall be inclusive of all costs and charges in relation to packaging, loading, unloading, carriage and insurance.
- 5.4. Unless otherwise agreed by the Company in writing, where the Goods are delivered to Northern Ireland, the Channel Islands, the Isle of Man, or outside the UK, the price for the goods shall be exclusive of all costs and charges in relation to packaging, loading, unloading, carriage, insurance, all of which amounts the Customer shall pay in addition when it is due to pay for the Goods.
- 5.5. Unless otherwise agreed by the Company in writing, the price for the Goods shall be paid in the currency stated in the quotation.

6. Payment

- 6.1. Unless credit terms have been agreed in writing between the Company and the Customer, payment will be due within 30 days of the delivery of a pro-forma invoice, or in full prior to delivery of the Goods, whichever is the sooner.
- 6.2. Where credit terms have been agreed in writing, payment for the price for the Goods is due no later than 30 days of the delivery of the Goods.
- 6.3. Where payment is made by credit card, the Customer also agrees to pay a handling fee of 3% (or such other amount as determined by the Company from time to time) on the sum paid.
- 6.4. Time of payment is of the essence.
- 6.5. In the event of default in payment by the Customer then, without prejudice to any other remedy:
 - 6.5.1. Title to the Goods shall not pass to the Customer;
 - 6.5.2. The Company shall be entitled to suspend all further delivery of the Goods;
 - 6.5.3. The Customer shall pay interest on the overdue amount at the rate of 8% over the Bank of England base rate from time to time. Such interest shall accrue on a daily basis from the date of invoice to the date of final settlement, whether before or after judgment. The Customer shall pay interest together with the overdue amount; and
 - 6.5.4. The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Company in order to justify withholding payment of any such amount in whole or in part. The Company may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Company to the Customer.
- 6.6. No payment shall be deemed to have been received until the Company has received cleared funds.
- 6.7. All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision to the contrary.

7. Quality

- 7.1. The Company warrants that on delivery, and for a period of 12 months from the date of delivery (warranty period), the Goods shall:
 - 7.1.1. conform in all material respects with their description;
 - 7.1.2. be free from material defects in design, material and workmanship; and
 - 7.1.3. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and:

- 7.1.4. be fit for any purpose held out for by the Company.
- 7.1.5. Products that conform to Wallgate Quality Standards shall be deemed free from material defects in design, material and workmanship.
- 7.2. Subject to clause 7.3, if:
 - 7.2.1. the Customer gives notice in writing to the Company during the warranty period 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;
 - 7.2.2. the Company is given a reasonable opportunity of examining such Goods; and
 - 7.2.3. the Customer (if asked to do so by the Company) returns such Goods to the Company’s place of business at the Customer’s cost,the Company shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 7.3. The Company 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:
 - 7.3.1. the Customer makes any further use of such Goods after giving notice in accordance with clause 7.2;
 - 7.3.2. the defect arises because the Customer failed to follow the Company’s oral or written instructions as to the storage, commissioning, installation, use or maintenance of the Goods or (if there are none) good trade practice;
 - 7.3.3. the defect arises as a result of the Company following any drawing, design or specification supplied by the Customer;
 - 7.3.4. the Customer alters or repairs such Goods without the written consent of the Company;
 - 7.3.5. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - 7.3.6. the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 7.4. Except as provided in this clause 7, the Company shall have no liability to the Customer in respect of the Goods’ failure to comply with the warranty set out in clause 7.1.
- 7.5. 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.
- 7.6. These Conditions shall apply to any repaired or replacement Goods supplied by the Company.
- 7.7. For bespoke work, the Customer will be invoiced for any work carried out or parts ordered prior to cancellation on a labour and materials basis. This may also apply (at the Company’s discretion) to work done on the modification of standard products by the addition of options.
- 7.8. Goods manufactured for bespoke work, once delivered may not be returned.
- 7.9. Standard products once delivered may not be returned unless:
 - 7.9.1. written authorisation has been given by the Company;
 - 7.9.2. the Goods are brand new and in unused condition (including unbroken packaging);
 - 7.9.3. the Goods are returned within 3 weeks of delivery;
 - 7.9.4. the Customer accepts a restocking charge of 25% of the price of the Goods; and
 - 7.9.5. in all cases the Goods will be subject to inspection and testing before any credit note is issued and the Company may add further charges for any remedial repairs that are necessary.

8. Completion

- 8.1. Liability cannot be accepted for delays or for the non-execution of the Contract either in whole or in part due to causes beyond the Company’s control.
- 8.2. Any contract completion date is subject to the Company receiving all necessary instructions and to receiving all necessary equipment from their suppliers and to compliance by the Customer with all these conditions.

9. Ownership

- 9.1. The risk in the Goods shall pass to the Customer on completion of delivery.
- 9.2. Ownership of the Goods shall not pass to the Customer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of the Goods; and all other sums which are or which become due to the Company from the Customer on any account. Until ownership of the Goods has passed to the Customer, where the Customer has collected the Goods, the Customer shall:
 - 9.2.1. hold the Goods on a fiduciary basis as the Company’s bailee;
 - 9.2.2. store the Goods (at no cost to the Company) separately from all other goods for the Customer or any third party in such a way that they remain readily identifiable as the Company’s property
 - 9.2.3. not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
 - 9.2.4. maintain the Goods in a satisfactory condition and keep them insured on the Company’s behalf for their full price against all risks, to the reasonable satisfaction of the Company. On request the Customer shall produce the policy of insurance to the Company.
- 9.3. The Customer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the goods are, or may be stored in order to inspect them, or, where the Customer’s right to possession has terminated to recover them.
- 9.4. The Customer may resell the Goods before ownership has passed to it solely on the following conditions:
 - 9.4.1. any sale shall be effected in the ordinary course of the Customer’s business at full market value; and
 - 9.4.2. any such sale shall be a sale of the Company’s property on the Customer’s own behalf and the customer shall act as agent to the Seller when making such a sale.
- 9.5. The Customer shall pay such proceeds of sale to a separate account or otherwise ensure that all such proceeds of sale are kept by or on behalf of the Company in a separate and identifiable form. The Customer shall not pay the proceeds of the sale into any bank account which is overdrawn.
- 9.6. If before title to the Goods passes to the Customer the Customer becomes subject to any insolvency proceedings, or the Company reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Company may have, the Company may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

10. Contract

- 10.1. The Company shall not be bound by any oral confirmed warranty or representation made or given on its behalf unless confirmed in writing and in the absence of any written confirmation these conditions shall form the entire Contract between the Company and the Customer.
- 10.2. Unless otherwise agreed in writing, the intellectual property rights of all design work and drawings, special tools, computer hardware, software and firmware, jigs and moulds used in the production of bespoke products belong to the Company, will not be deemed deliverables as part of the Contract and will remain the property of the Company.

11. Limitation of Liability

- 11.1. Nothing in these Conditions excludes or limits the liability of the Company for:
 - 11.1.1. death or personal injury caused by the Company’s negligence or the negligence of its employees; or
 - 11.1.2. under Section 2(3), Consumer Protection Act 1987, or
 - 11.1.3. for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
 - 11.1.4. for fraudulent misrepresentation; or
 - 11.1.5. breach of the terms implied by section 12 of the Sale of Goods Act 1979.

- 11.2. Subject to clause 11.1:
 - 11.2.1. The Company’s total liability whether in contract, tort (including negligence) or breach of statutory duty, misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the contract shall be limited to the total price of the Goods.
 - 11.2.2. The Company shall not be liable to the Customer for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (however caused) which arise out of any connection with the contract.
 - 11.2.3. All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by Section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the contract.
12. **The Company’s Right to Terminate the Contract**

The Company shall have the option (without prejudice to any of its other rights against the Customer) by notice in writing to the Customer to rescind any Contract between the Company and the Customer and/or to suspend delivery in the following events: should any sum owing by the Customer to the Company be overdue whether under the same or any other contract; should the Customer be in breach of any term of the same or any other Contract with the Company; should the Customer enter into any composition or arrangement with or for the benefit of his creditors, having a receiving order in bankruptcy made against him or (if a corporate body) should it have a resolution passed or petition to wind up its business (other than for the purpose of amalgamation or reconstruction) or if a receiver or administrator or administrative receiver be appointed of its undertaking, property or assets or any part thereof or if any cheque or bill of exchange given by the Customer shall be refused payment for whatever reason by the Customer’s bankers.

13. Infringement of Patents

When goods are manufactured by the Company in accordance with the Customer’s specifications, the Customer shall indemnify the Company against all costs, claims and expenses incurred by the Company in respect of the infringement or alleged infringement by such goods of any patents registered designs or other rights belonging to third parties.

14. Quality of goods manufactured by Third Parties

Where the Company is not the manufacturer of the Goods, the Company shall endeavour to transfer to the Customer the benefit of any warranty or guarantee given to the Company.

15. Lien

- 15.1. In addition to any right of lien to which the Company may be law entitled, (in the event of the Customer’s insolvency):
 - 15.1.1. the Company shall be entitled to a general lien on all goods of the Customer in the Company’s possession (although such goods or some of them may have been paid for) any sums due to the Company whether invoiced or not, under the same or any other Contract.
 - 15.1.2. The Company shall be entitled to cancel or suspend all further deliveries under the Contract or any other contract between the Customer and the Company without incurring any liability to the Customer; and
 - 15.1.3. all outstanding sums in respect of Goods delivered to the Customer shall become immediately due.

16. Indemnity and Access

- 16.1. In the case of works done by the Company (including but not limited to its agents and sub-contractors) on the premises of the Customer or the Customer’s buyer the Customer warrants to the Company that it will provide a safe system of working at the said premises. The Customer will arrange access to the premises at such times as shall reasonably be required by the Company.
- 16.2. The Customer warrants that the Customer and his buyer (if applicable) are fully and effectually insured against all loss resulting from any negligence on the part of the Customer or his buyer (if applicable) and indemnifies the Company to that effect. The Customer agrees to produce, immediately on demand by the Company, evidence of such insurance (including, but not limited to, a copy of the insurance certificate and policy).

17. Force Majeure

- 17.1. Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event.
- 17.2. A **Force Majeure Event** means any event beyond a party’s reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party’s), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

18. Governing Law and Jurisdiction

The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

19. Rights of Third Parties

The parties to the Contract do not intend that any terms of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not party to it.

20. Severance

If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

21. Waiver

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

22. Notices

- 22.1. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier or fax.
- 22.2. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 22.1; if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier’s delivery receipt is signed; or, if sent by fax one Business Day after transmission.
- 22.3. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

23. Variation

Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing a Page 4 of 4d signed by the Company.

