



## WYNN OIL UK

UNIT 7 WESTWOOD HOUSE, WESTWOOD WAY, WESTWOOD BUSINESS PARK, COVENTRY, CV4 8HS TEL: 024 7647 2634 FAX: 024 7647 1213  
E-MAIL: SALES@WYNNS.UK.COM - WEBSITE: WWW.WYNNS.UK.COM

### TRADING TERMS & CONDITIONS

1. In these terms and conditions, the following expressions shall have the following meanings: "Seller" means Wynn Oil UK, a division of ITW Ltd. "Buyer" means the person, firm or company who places the order with the Seller. "Goods" means the articles or any of them ordered. "Order" means the Buyer's instruction to supply Goods.
2. The following terms and conditions (plus any Special conditions agreed to in writing) shall apply to and from the basis of all contracts for the sale of the Seller's Goods.
3. The prices quoted in literature issued by the Seller are for Goods ex stock at the date of the preparation of that literature and may be subject to revision without notice. All Goods will be charged for at process current at the time of dispatch. All prices are exclusive of VAT.
4. The seller reserves the right to make an extra charge for carriage and packing unless these items are expressly included in its quotation. Where such charges are included in the quotation, any additional costs incurred by the consignment of Goods, at the Buyer's request, other than by the cheapest route, or to a different destination than quoted, shall be charged as an extra.
5. No goods are supplied by the Seller on sale or return.
6. Payment a) Payment will be strictly C.O.D., or for approved account customers 30 days following the date of invoice for goods or delivery of goods whichever shall be later. b) The Buyer shall not be entitled to make any deduction from the price of Goods for any set off or counterclaim unless both the validity and the amount thereof have been admitted in writing by the Seller. c) The Buyer is not entitled to refuse or delay payment on the grounds that the title in the Goods has not yet passed as under paragraph 8.
7. Credit Accounts may be opened by Buyers on furnishing the seller with three satisfactory trade references and a banker's reference. The Seller reserves the right to ask for cash payment whether or not a credit account has been opened for the Buyer. Buyers not having credit accounts should settle in full on receipt of the Order.



A company of Illinois Tool Works

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8. Unless otherwise notified in writing and except as otherwise provided below, the Goods shall remain the property of the Seller until the price, together with any interest thereon and all other sums due from the Buyer hereunder have been paid in full and the Seller shall retain the right to repossess the Goods and enter upon any premises for the purpose of such repossession. This is an “all monies” clause.
9. The Buyer shall be responsible for storing the goods separately or in such a way that they can be identified as the Property of the seller. In the absence of any evidence to the contrary all Goods supplied by the Seller which are in possession of the Buyer shall be deemed to be the property of the Seller to the extent of all sums owing to the Seller. If the buyer shall sell or otherwise dispose of the goods or make any insurance claim in respect thereof prior to the Buyer acquiring title to them he shall not give any warranties or incur any liabilities on behalf of the Seller.
10. All goods are ‘Delivered at Place’ (DAP) free of charge to the UK Mainland, Islands & the Republic of Ireland. The buyer is responsible for paying import duties and any applicable taxes, including clearance and local taxes, once the shipment has arrived at the specified destination.
11. The risk of loss and damage to the Goods shall pass to the Buyer when he takes possession of them and he shall insure them in their full replacement value with effect from taking possession thereof.
12. The provisions hereof shall be read and construed according to English Law and any actions arising shall be taken in the English Courts.

**Wynn Oil UK (A Division of ITW Ltd)**