



Wiltshire Ballistic Services Ltd

The Ranges, Station Road, Devizes,
Wiltshire SN10 1BZ, England.

Tel: +44 (0)1380 721644 Fax: +44(0)1380 721421
<http://www.wiltshireballistics.co.uk>

WILTSHIRE BALLISTIC SERVICES LTD - TERMS AND CONDITIONS OF CONTRACT

1. GENERAL

- 1.1 These conditions together with any Special Conditions set out by the Contractor in the Quotation or other contract documents shall be deemed to comprise the sole conditions under which Wiltshire Ballistic Services Ltd (hereinafter called the 'Contractor') offers its services to the Customer.
- 1.2 Where any conflict arises between these conditions and any Special Conditions advised by the Contractor, the Special Conditions shall prevail to the extent that they are inconsistent with these conditions.

2. OVERSEAS CUSTOMERS

- 2.1 All new customers are sent a Credit Application Form to complete.
- 2.2 For the first order Payment is required prior to commencement of the Test
- 2.3 For the 2nd and 3rd order Payment is required before the report is issued.
- 2.4 Subsequent orders – The invoice shall be issued after completion and issue of the report

3. VALIDITY

- 3.1 The Contractor's tender is made on the assumption that the work is reasonably capable of being carried out. Both parties should agree on a 'statement of work' and a test criteria. The test will either fail or pass, either-way the Contractor will get paid and the Customer will have the test report.
- 3.2 The scope of the work shall not be changed without the written agreement of both parties.
- 3.3 Except for agreed sub-contract work, no rights or obligations arising between the parties as a result of this Contract shall be assigned to a any third party without the written agreement of both parties.

4. PRICE

- 4.1 Prices are exclusive of VAT or other taxes and levies chargeable in respect of provision of goods or services. Any such taxes and levies shall be charged at the rate effective at the date of invoice.
- 4.2 Where the parties agree to vary the scope of work and/or delivery dates, such agreement shall be recorded in writing, signed by the parties and the Contractor shall be free to adjust the contract price to take account of such changes.
- 4.3 While the Contractor will endeavour to maintain prices, it reserves the right to increase prices proportionately to increases in the cost of labour or materials arising between quotation and completion. Any price changes will be agreed in writing.
- 4.4 The Customer shall reimburse the Contractor for actual and substantiated costs incurred as a result of the Customer suspending the works.

5. PAYMENT

- 5.1 The Customer shall make full payment to the Contractor of the contract price (or the appropriate part thereof where payment is by instalments) within 30 days of date of invoice.
- 5.2 In the event of suspension of work as described in clause 4.4 above for a period of 30 days or more, the Contractor shall be entitled to invoice the Customer for work done prior to suspension of work. Such invoicing shall not affect the remaining performance of the contract or liability of the parties, except as may be agreed writing by them.

Registered Office: 4, Ravensquay Business Centre, Cray Avenue, Orpington, Kent BR5 4BQ.
Registered in England - No 4050177

Document updated 19th May 2021



Wiltshire Ballistic Services Ltd

The Ranges, Station Road, Devizes,
Wiltshire SN10 1BZ, England.

Tel: +44 (0)1380 721644 Fax: +44(0)1380 721421
<http://www.wiltshireballistics.co.uk>

- 5.3 When credit terms are applicable, The Contractor reserves the right to charge interest on the overdue payments at the rate of 8% above the Nat West Bank plc base lending rate current at the date payment becomes overdue.

6. DELIVERY AND RETURN OF TEST ITEMS

- 6.1 It is the Customer's responsibility to arrange delivery and collection of all test items including all test equipment they are required to provide.
- 6.2 Unless otherwise agreed, delivery is ex-works
- 6.3 The Contractor shall notify the Customer of availability for collection. If the Customer fails to collect within seven (7) days of the date of notification the Contractor may arrange packing and transport for item at the customer's expense. Reasonable extensions will be given if requested.
- 6.4 In cases where tests to destruction are called for, the Contractor will give notice of availability of debris for return to the Customer. If the Customer fails to give disposal instructions within fourteen (14) days the Contractor shall dispose of the debris without further liability. All reasonable disposal costs incurred and substantiated shall be at the Customer's expense.
- 6.5 Where items are stored at the Contractors premises after the expiry date of the seven (7) days period, a pre-agreed fair and reasonable price shall be paid by the Customer for such storage and any insurance costs incurred.

7. COMPLETION

- 7.1 Time shall not be of the essence in relation to completion. All time scales quoted are the best available estimates, based on the information available at the date of the quotation and are subject to revision during the course of the work.
(Trials at WBS are expedited if required and dates, once agreed, are met. This clause is intended to allow for short delays (hours) to contact customers e.g. for further instructions)

8. LIABILITY FOR DELAY

- 8.1 For the purposes of the Contract, time shall begin to run from the start time previously specified by the Customer. This should be agreed in writing.
- 8.2 Neither party shall have liability for delay or non-performance caused by Force Majeure. 'Force Majeure' means industrial dispute or any circumstances beyond reasonable control.
- 8.3 Subject to 8.2 above, should the Customer suffer material loss as a direct result of the Contractor's delay, the Customer may give notice to the Contractor to complete the work within a reasonable period and should the Contractor fail so to complete the Customer's sole remedy shall be the right to terminate the Contract.
(Time table to be agreed between the parties and the Contractor shall be liable for direct costs incurred by the Customer resulting from the Contractor failing to perform the applicable test in accordance to the agreed time table).
- 8.4 All delays to the Agreed Contract Commencement date, notification of which is not received by the Contractor within 14 days thereof and any delays thereafter (which may include but shall not be limited to, late delivery or failure of the Customer's Test Specimens or equipment) may be subject to a daily charge equal to the Contractor's usual daily rate for the facility in use or scheduled for use.
(This is essentially the reverse of clause noted immediately above. If the customer delays the trial without due notice, the Contractor reserves the right to recover documented costs.)
- 8.5 The Contractor reserves the right to make a cancellation charge of 50% of the Contract Value if the Customer cancels an Agreed Test programme at less than 14 days notice and it has been impossible to resell the released test facility time.

Registered Office: 4, Ravensquay Business Centre, Cray Avenue, Orpington, Kent BR5 4BQ.
Registered in England - No 4050177

Document updated 19th May 2021



Wiltshire Ballistic Services Ltd

The Ranges, Station Road, Devizes,
Wiltshire SN10 1BZ, England.

Tel: +44 (0)1380 721644 Fax: +44(0)1380 721421
<http://www.wiltshireballistics.co.uk>

9. LIABILITY FOR DAMAGE

- 9.1 The Contractors shall only indemnify the Customer against direct damage to the Customers property arising whilst on the Contractor's premises and only where directly caused by the negligence of the Contractor. The total liability shall be equivalent to the value of the item where the damage is due to test misapplication, or £500 otherwise.
- 9.2 The Contractor accepts no liability to the Customer for any consequential losses arising from damage.

10. NOTIFICATION OF HAZARDOUS EQUIPMENT

- 10.1 Where tests are to be carried out at the Contractor's work place the Customer shall, prior to delivery, notify the Contractor of any actual or potential health and safety hazards whether inherent in, or arising from the present condition of such equipment, with particular reference to the proposed test programme.
- 10.2 The Customer assumes full liability for any accident or damage to persons or property on the Contractor's premises caused by, or arising out of the condition or nature of the equipment not disclosed to the Contractor.
- 10.3 All electrical apparatus shall be suitably labelled to indicate that it complies with the requirements of the Electricity at Work regulations.

11. REPORTS

- 11.1 Any results given in reports are correct to the best of our knowledge at the time and on the basis of instruction and information provided by the Customer. The Contractor shall not be liable for any claims, actions or consequential damages suffered by the Customer or any third party by the use of such reports and the Customer hereby agrees to indemnify the Contractor against such liability arising from the use of such reports.

12. COPYRIGHT

- 12.1 The rights either under Letters Patent, Registered Design, Copyright or otherwise to any inventions, designs, drawing or information produced or acquired in the performance of the contract shall vest in and shall remain the property of the Customer unless otherwise agreed.

13. CONFIDENTIALITY

- 13.1 The Contractor agrees to keep confidential all matters relating to this Contract. This covers every aspect of the relationship between the parties including, but not limited to, products tested, studies carried out, methods used, results of the work, the nature and the contents of any reports and the existence of the Contract.
- 13.2 The Customer shall not by virtue of this contract gain rights in information wholly or partially owned by Wiltshire Ballistic Services Ltd or any third party and used in the execution of this work. All such information shall be treated as confidential by the Customer and shall not be divulged to any other party without the prior written consent of the Contractor.
- 13.3 The above shall not apply to information required by a Court of Law or which: a) is known to the receiving party at the start of contract negotiations b) is in or comes into the public domain c) is legitimately obtained from a third party.

14. TERMINATION

- 14.1 If the Customer shall break any provision of this or any other Contract with the Contractor or suffer distress or execution or commit an act of bankruptcy, make arrangements with creditors or go into liquidation or have a receiver appointed, the Contractor may, without prejudice to any other claim or remedy, suspend or terminate performance of this or any other contract by written notice

Registered Office: 4, Ravensquay Business Centre, Cray Avenue, Orpington, Kent BR5 4BQ.
Registered in England - No 4050177

Document updated 19th May 2021



Wiltshire Ballistic Services Ltd

The Ranges, Station Road, Devizes,
Wiltshire SN10 1BZ, England.

Tel: +44 (0)1380 721644 Fax: +44(0)1380 721421
<http://www.wiltshireballistics.co.uk>

and shall be entitled, without prejudice to any other claim or remedy, to payment for work already completed, work in progress, and any tooling costs at the contract rate, or if not at a reasonable rate based on the contract price or value of the work done.

15. ARBITRATION

15.1 All differences between the Contractor and the Customer arising from the Contract shall in default of agreement be referred to an arbitrator, to be appointed, acceptable to both parties.

16. LAW

16.1 The Contract shall be governed by English Law.