WDS Components Help Desk

Terms and Conditions

Mark Moody - Sales and Marketing Director - 2026-10-11 - Policies

These Conditions shall apply to sales of WDS Components Limited (WDS) or (the Seller).

1. CONDITIONS TO PREVAIL

Unless otherwise agreed in writing by the seller these Conditions of Sale shall override any terms and conditions stipulated, incorporated or referred to by the buyer whether in the order or in any other negotiations.
No representative, agent or salesman has any authority to waive or vary any of these conditions on behalf of the seller and any suggested qualification in these conditions shall be deemed to be excluded unless actually written into this form and signed by a Director or the Secretary on behalf of the seller.

2. NO ACKNOWLEDGEMENT OF ORDERS

The seller shall be under no obligation to acknowledge receipt of an order from the buyer and shall be entitled to execute the order without further reference to the buyer.
No binding contract is created until an order is accepted by the seller.

3. AGENTS AND DISTRIBUTORS

Agents and Distributors with whom the seller has made arrangements for the sale of its goods are local representatives appointed for the convenience of buyers and through whom enquiries or orders may be received and dealt with by the seller. They are not authorised by the seller to incur any liability, give any guarantee or warranty, make any representations or transact any business whatsoever on behalf of the seller other than the offering for sale of the seller’s goods upon the terms of these conditions.

4. TECHNICAL DATA

All drawings, descriptive matter, weights, dimensions, power consumptions, the descriptions and illustrations contained in the seller’s catalogues, price lists or advertisements, whether or not supplied with this quotation or tender are approximate only and intended merely to give a general idea of the goods described therein and shall not form part of the contract. The seller offers its designs for the buyer’s approval. Unless supplied or approved by the seller it undertakes no responsibility for sites or foundations or for any framework or support for machinery, or for compliance with any local bye-laws or statutory regulations, or for the fulfilment of any special requirements which the buyer may be bound to observe or fulfil.

5. HEALTH AND SAFETY

Where the goods are supplied to the buyer’s specification or design the buyer shall be

responsible for ensuring that the goods are so designed as to be safe and without risk to health when properly used.
The buyer shall indemnify the seller against any claims which may be made against the seller and for all costs and expenses incurred by the seller in dealing with any such claims and rectifying any defects in the goods.

6. VARIATIONS TO SPECIFICATION

The seller reserves the right to substitute other components or materials of equivalent strength and quality when the components or materials specified are not readily available.

7. PRICES

Prices are the seller's prices ruling at the date of dispatch. If extra expense is incurred as a result of the buyer's error or inadequate instructions the seller shall be entitled to increase the contract price and recover such an increase from the buyer.

8. TERMS OF PAYMENT

The amount charged will be displayed in the customers basket confirmation. For orders placed on account payment shall be paid net at the seller's registered office by the end of the month following the month in which the goods are dispatched by the seller. The seller shall be entitled to charge interest on all overdue accounts at a rate of 3% per annum above Barclays Bank Plc base rate for the time being.

Payment for exports into the European Union (EU) - Import One Stop Shop

From 1st July 2021 the European Union changed the way that VAT is accounted between business and consumers to simplify the process and remove unexpected fees / charges for the consumer and prevent businesses from registering for VAT in multiple EU countries. These changes apply to ALL sales made to EU countries whether they are transacted online or not. These payment changes apply to all orders placed after the 1st July 2021.

If you place an order for delivery into the EU and you are NOT VAT registered any consignment less than €150 will be charged VAT at the VAT rate based on the country where the goods are being delivered.

If the consignment is greater than €150, VAT will not be charged by WDS Components and you (our customer) will be required to pay any import VAT & fees directly to the authority/carrier when importing the goods.

If you are an EU Business Customer and you are VAT Registered you must provide us with evidence that you are VAT registered. This can be done by registering for a business account here. If you are VAT registered you will NOT be charged VAT by WDS & the customer will be required to pay any import VAT & fees directly to the authority/carrier when importing the goods.

If you have already registered with WDS and have provided a VAT number please make sure you are logged on to your account before confirming your basket.

For more information on the Import One Stop Shop please visit your local government site and regulations for export / import.

9. DELIVERY AND PASSING OF RISK

Any stipulated time for delivery shall date from the receipt by the seller of the buyer's written order.
For deliveries within the United Kingdom unless otherwise agreed, the seller shall deliver the goods to the buyer and the goods shall be at the buyer's risk on delivery.
For delivery outside the United Kingdom, the seller shall deliver the goods ex works United Kingdom Port.
The seller may deliver the goods in instalments and invoice the buyer as if each such instalment comprised a separate contract upon the terms of these Conditions of Sale.
If delivery of the goods is delayed through any act or omission of the buyer, the seller may put the goods into storage at the buyer's risk and expense.
Damaged goods and shortages must be notified in writing to WDS within seven (7) days of receipt.
The time quoted for the delivery of the goods shall not be the essence of the contract and WDS will not be liable for any loss, injury, damage or expenses consequent upon any delay of the delivery of the goods

10. LOSS OR DAMAGE IN TRANSIT

Any liability which the seller may incur for loss of or damage to the goods whilst in transit shall in no case exceed the invoice value of the goods and in no circumstances shall the seller be liable for any indirect or consequential loss however caused.

11. DELAY IN DELIVERY

Delay in completion of work, delivery or in the case of a contract for delivery by instalments delay in the delivery of an instalment shall not give rise to any liability upon the seller, whether or not any time or date is given in this respect and shall not entitle the buyer to terminate the contract.

12. PASSING OF PROPERTY

1. Reservation of Title of any goods sold by WDS remains with WDS until such time that the goods have been paid for in full.

2. The buyer acknowledges that the buyer is in possession of the goods solely as bailee for the seller until such time as the full price of goods and transport charges thereof is paid to the seller together with the full price of any other goods the subject of any other contract with the seller.

3. Until such a time as the buyer becomes the owner of the goods, the buyer will store them on his premises separately to the buyer's own goods or those of any other person and in a manner which makes them readily identifiable as the goods of the seller.

4. The buyer's right to possession of the goods shall cease if he, not being a company, commits an available act of bankruptcy or if the buyer, being a company does anything or fails to do anything which would entitle a receiver to take possession of any assets or which would enable any person to present a petition for winding-up. The buyer gives permission to the seller or it's representative permission to enter premises owned or occupied by it or where

goods are reasonably thought to be stored to repossess the same.

5. Subject to the terms hereof the buyer is licensed by the seller to agree to sell the seller's goods, subject to the express condition that such an agreement to sell shall take place as agents and bailees for the seller whether the buyer sells on his own account or not and that entire proceeds thereof are held in trust for the seller and are not mingled with other monies and shall be at all times identifiable as the seller's monies.

6. If the buyer has not received the proceeds of any such sale, he will upon being called upon to do so by the seller; within seven days thereof assign to the seller all rights against the person or persons to whom the buyer has supplied the goods.

13. SUSPENSION OR CANCELLATION OF DELIVERIES

1. If the buyer shall fail to pay to the seller on the due date any sum payable hereunder, or shall have a receiving order in bankruptcy made against him, or shall make any arrangement with his creditors, or being a body corporate shall have a receiver appointed or if any order shall be made or any resolution passed for winding up the same, the seller may, without prejudice to its other rights, demand immediate payment by the buyer of all unpaid accounts and suspend further deliveries and cancel this and any other contract between the seller and the buyer without any liability attaching to the seller in respect of such suspension or cancellation and debit the seller with any loss sustained thereby.

2. If the buyer cancels his order the seller shall be entitled to recover any loss sustained thereby from him.

14. DIRECT, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE

Except as provided in S.2 of the Unfair Contract Terms Act 1977 (liability for death or personal injury resulting from negligence), the seller accepts no responsibility in any circumstances for any direct, indirect or consequential loss or damage, howsoever arising, which the buyer may sustain in connection with goods supplied, whether such goods are of the seller's own manufacture or not.

15. LIABILITY

1. If the goods or any part thereof are defective solely as a result of the faulty materials or workmanship of the seller, the seller's liability shall be limited, at its discretion, either to replacing such goods or the defective part thereof (as the case may be) or to giving the buyer credit for the value thereof but no such liability shall arise unless notification of any defect is received by the seller in writing within seven days (United Kingdom) or thirty days (Export) from the receipt of the goods by the buyer and the allegedly defective goods are thereafter returned to the seller carriage paid.

2. Save as provided by these Conditions of Sale and save for the seller's implied

undertakings as to title, etc contained in S.12 of the Sale of Goods Act 1979, all conditions and warranties express or implied statutory or otherwise and, except as provided in S.2 of the Unfair Contract Terms Act 1977 (liability for death or personal injury resulting from negligence), all other obligations and liabilities whatsoever of the seller whether in contract or in tort or otherwise are excluded.

16. MODIFICATIONS REQUESTED BY BUYER

Where the buyer requests the seller to make any amendment or modification to its standard goods or design any new goods the following terms shall apply:-

1. The seller shall use reasonable care in carrying out the design and manufacture of the goods.

2. The seller shall not be liable to any buyer in respect of any defects in any such goods save where the seller has failed to take reasonable care in which case provisions of Clause 15 above shall apply.

3. The buyer shall indemnify the seller from and against all or any costs, claims, losses or damages whatsoever arising by virtue of any defects in any such goods save where such defect is directly attributable to a failure by the seller to comply with the provisions of sub clause (a) above.

17. INDEMNITY

The buyer shall indemnify the seller against all claims in respect of any loss, injury or damage sustained by a third party arising from the sale of goods to the buyer howsoever caused and also against all actions, proceedings, costs, claims, demands and expenses made, brought or claimed against the seller in respect of the infringement of any patent, trade mark, registered design or similar right arising from the manufacture or supply of any goods or the doing of any work or the use of any article or material by the seller to the design or specification or upon the instruction or order of the buyer.

18. LIEN

In addition to any right of lien given by law the seller shall have a general lien upon all goods to be supplied to the buyer in respect of all sums due from or claims against the buyer.
Without prejudice to any other rights given by law to the seller, the seller may, upon fourteen (14) days' notice to the buyer, sell any goods of the buyer upon which the seller has any lien and, where the property in such goods is at the time of such sale in the buyer, shall be deemed to be his agent for the purpose of effect in such sale. The seller may apply the proceeds of such sale towards the satisfaction of sums due from or claims against the buyer without prejudice to the seller's right to recover the balance thereof from the buyer.

19. PERFORMANCE OF CONTRACT

Each delivery shall be considered a separate transaction and the failure of any one delivery shall not affect the due performance of the contract as regards other

deliveries.

20. FORCE MAJEURE

1. If the performance of the contract shall be delayed by any circumstances or conditions beyond the control of the seller including (but without prejudice to the generality of the foregoing) war, industrial disputes, strikes, lock-outs, riots, fire, storm, Act of God, accidents, non-availability or shortage of materials or labour, any statute, rule, bye-law, order or requisition made or issued by any Government or Government Department, local or other duly constituted authority, then the seller shall have the right to suspend further performance of the contract until such time as the cause of the delay shall no longer be present.

2. If the performance of the contract by the seller be prevented by any such circumstances or conditions beyond the control of the seller, then the seller shall have the right to be discharged from further performance of and liability under the contract. If the seller exercises such rights the buyer shall thereupon pay the contract price less a reasonable allowance for what has not been performed by the seller.

21. ARBITRATION

Any dispute, difference or question which shall at any time arise between the parties to the contract as to the construction, meaning or effect of these Conditions of Sale or the rights and liabilities of the parties or otherwise howsoever relating thereto shall be referred to the decision of a single arbitrator to be nominated in the event of disagreement between the parties by the President for the time being of the London Chamber of Commerce and shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1950 or any amendments of re-enactment thereof for the time being in force.

22. LAW

This contract shall be construed in accordance with English Law and shall be subject to the jurisdiction of the English Courts.

23. RETURNS POLICY

Subject to the Goods being returned in a re-saleable condition and not the subject of a special purchase or manufactured order, WDS will issue a Credit Note to the customer for the full value of the goods, or re-issue goods to the same net value. However the Customer will incur both the Carriage costs of the return and the replacement goods if necessary, and also incur a Handling Charge that will be a maximum of 25% of the total invoice value.
WDS will make all reasonable efforts to ameliorate the costs of the handling charge but this cannot be guaranteed.

With the implementation of the EU Consumer rights directive, consumers in the UK now have 30 days to exercise their right of withdrawal from a distance contract or off premises contract (including internet sales) without the need to justify and at no cost (except supplementary costs) as stated in the Regulations 29 and 30 of the Consumer Contracts Regulations and the guidance issued by the UK government.

23. STOCKED GUARANTEE

Stocked Guarantee is only available to WDS Component customers.
10% off is only given on product SKU's (item codes) displaying the stock guaranteed logo or text confirmation in our product tables on the WDS Components website.
Stocked Guaranteed products must display the guarantee on the item code.
10% off must be confirmed and approved in writing to the customer following any request.
Once a 10% refund / credit has been approved the customer will receive confirmation and a credit note for 10% off the guaranteed items ordered.
10% off claims must be made within 30 days of the invoice date.
To receive 10% off the item must be out of stock on the date the customer requires delivery.
10% off will only apply to the quantity of items not available, for example if 1,000 items are required and 950 are available, 10% credit will be applied to the 50 not available.
Items must display the stocked guarantee logo at the time the order was placed.
The customer must still take delivery of the items at an agreed date with WDS and a 10% credit will be applied to the invoice after the goods have been delivered and received.
10% off only applies to items specifically listed as listed as guaranteed. Please check with the WDS sales team to confirm.
10% will be applied to the cost ex VAT, and does not include other products ordered on the same purchase order, order, accessories or sub assemblies or carriage costs.
Stock Guarantee may be applied to forward orders and call off orders under special agreement with WDS.
All stock Guarantees are at the discretion of WDS Components.
Items under Guarantee may change.
WDS Components reserve the right the withdraw the guarantee at any time.

Copyright

Copyright © 2023 WDS Components Limited (WDS)· All rights reserved.

The site content, text, technical data, line drawings, photographs, logos, video and software, is the property of WDS and is protected by UK and international copyright law. The general layout and presentation of the site along and all the content is the exclusive property of WDS and as such is protected by law. The software engine driving this site is the property of WDS and / or its chosen software author and is also protected under international copyright law.

The site is designed to be used as a shopping portal, a technical resource and a 3D CAD model download facility. The reproduction of any part of the site or copying of content is strictly forbidden without prior written permission of WDS.

PROHIBITED ACTIVITIES

The content and information on this Website / domain (including, but not limited to, messages, data, information, design, text, photos, graphics, video, maps, icons, software, code or other material), as well as the infrastructure used to provide such content and information, is proprietary to us. You agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software, products,

or services obtained from or through this Website.

Additionally, you agree NOT to:

- use this Website or its contents for any commercial purpose;
- access, monitor or copy any content or information of this Website using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission;
- violate the restrictions in any robot exclusion headers on this Website or bypass or circumvent other measures employed to prevent or limit access to this Website;
  take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
- deep-link to any portion of this Website for any purpose without our express written permission; or
  "frame", "mirror" or otherwise incorporate any part of this Website into any other website without our prior written authorisation.
- attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by WDS in connection with the Website or the services