1. Definitions & Interpretation
   a. Where used in these Terms and Conditions of sale:
      i. "Confidential Information" means any information which is statutory and/or contractual powers and authority to represent and bind WGP, including any person who holds the job title and office of Manager, General Manager or Financial or Legal Director.
      ii. "Buyer" means any individual, person, entity, company, firm, partnership or organization that purchases Products from WGP for use in its business or the business of a third party-end user or other customer and includes any person who has any manner of agency relationship with WGP as a Contractor if Buyer does not cancel the Contract within five (5) days following WGP’s notice of the new price, Buyer shall be deemed to have accepted the new price.
   c. Notwithstanding the foregoing, and to the extent permitted by the applicable law, WGP reserves the right, by giving notice to Buyer any time before delivery, to increase the price of Products after the Contract Date to reflect any increase in the cost of supplying such Products to WGP due to any changes in: (i) the terms of supply of such goods; (ii) any increases in cost, regulation, alteration of duties, significant increases in the cost of labour, materials or other costs of manufacture, any increases in transport costs, delivery delays, any increases in taxation, any change in the exchange rate or any delay caused by any instructions of the Buyer or failure of the Buyer to give WGP adequate information or instruction, but WGP shall only increase its price by the amount necessary to reflect such an increase. If Buyer does not cancel the Contract within five (5) days following WGP’s notice of the new price, Buyer shall be deemed to have accepted the new price.
   d. In the event WGP or its agent makes a material error or omission when quoting a price for any Supplier claims against WGP for Buyer's failure to comply with such Terms-Through Discount Terms. Buyer agrees that payment and regarding such Supplier claims, under Paragraph 5, “Payment,” and, further agrees to pay any costs or fees, if any, charged to WGP for the Supplier in participation in-Paragraph 5, “Payment.”
   e. Every Contract which WGP and Buyer enter into shall be subject to the conditions of payment set out in this Paragraph 5, “Payment,” and, further agrees to pay any costs or fees, if any, charged to WGP for the Supplier in participation in-Paragraph 5, “Payment.”

2. General Terms of Order & Sale
   a. Every Contract between WGP and Buyer shall be subject to the conditions of payment set out in this Paragraph 5, “Payment,” and, further agrees to pay any costs or fees, if any, charged to WGP for the Supplier in participation in-Paragraph 5, “Payment.”

3. Special Order Goods
   a. Notwithstanding anything to the contrary contained herein, if Buyer has elected to purchase Special Order Goods, Buyer understands and agrees that any Contracts for Special Order Goods may not be cancelled, withdrawn, rescinded or otherwise modified by Buyer, and Buyer further understands and agrees that such Special Order Goods, except as set forth under Clause 12, may not be returned, refused or rejected for any reason whatsoever. Further, Buyer shall not be entitled to a credit or refund for such Special Order Goods for any reason whatsoever. Buyer shall be solely responsible for the payment of all taxes, duties, fees, charges, costs, claims, losses, liabilities, costs or expenses related to Special Order Goods.
   b. WGP warrants, for a period of fourteen (14) days from delivery, that any Special Order Goods will be delivered subject to the configuration specifications stated in the Purchase Order. Buyer shall execute a Statement of Ownership for each resale remedy, for a breach of the foregoing warranty shall be to repair or replace, at its sole and absolute discretion, the Special Order Goods, provided, WGP shall have no liability for any inaccuracies on a Purchase Order.
   c. Variations in the performance of a Special Order Contract Failure. Taking WGP to deliver any or one of the instalments in accordance with these Terms or any claim by Buyer in respect of any one or more of the instalments shall not entitle Buyer to treat a Contract as repudiated or to cancel any other Contract.
   d. If Buyer fails to take delivery of the Products or fails to give WGP adequate delivery instructions in its Purchase Order, WGP shall at its discretion, store or reprocess the Products, then sell or auction them, with or without further notice to Buyer, either by WGP to deliver any or one of the instalments in accordance with these Terms or any claim by Buyer in respect of any one or more of the instalments shall not entitle Buyer to treat a Contract as repudiated or to cancel any other Contract.
WGP of the Products (a “Third Party Security Interest”) until title has passed to Buyer in accordance with the Conditions in such a manner as to pass valid title to the Products to a third party, the Buyer shall hold the proceeds of such sale and/or title as buyer’s title to the Products shall not pass to Buyer until

9. Damage to or Loss of Product

a. WGP shall not be liable in respect of any Products delivered to Buyer unless there has been actual delivery of such Products to Buyer. The provisions of paragraph 9c. shall not apply where such damage or loss is caused by Buyer’s negligence or gross negligence or by reason of Buyer not following the instructions of WGP.

b. WGP shall not be liable to Buyer for any financial, consequential or other loss or damage caused to Buyer by reason of any Product shortages, unless the shortage was caused by WGP’s negligence, gross negligence or bad faith.

c. WGP shall have no liability for any loss, damage or destruction of Product discovered by Buyer in delivery shall not entitle Buyer to rescission of Contract or to any other remedy.

10. Publications & Specifications

a. WGP shall have no liability for any publications or specifications, photographs, measurements, specifications or illustrations contained in any catalogues, price lists, brochures, leaflets, proposals, advertising matter, publications of WGP or a Supplier are intended to be illustrative and approximate only and shall not form part of any Contract or constitute a representation, warranty or regard as contractually binding unless in writing by agreement between the parties.

b. No employee of an agent of WGP has any authority to make any representation regarding the Products. Buyer acknowledges that it has not been appointed to accept these Conditions by any representations or statements, oral or written, not expressly contained herein.

11. Warranty

a. Buyer understands that WGP is not the Supplier of the Products. Accordingly, all Products are sold subject to the warranty terms, if any, specified by the original Supplier of the Products. Buyer will ensure that any express or warranty terms of such original Supplier (other than any limitations thereto, are passed on to the customers from the original Supplier of the Products. Any software supplied by Buyer pursuant to a Contract is subject to the provisions of the Supplier’s licensing terms.

b. Buyer will make or permit all reasonable measures necessary to ensure that neither it nor any of its agents or employees shall make or pass on, any warranty or representation relating to the Products on behalf of WGP or Supplier to third parties.

c. Any warranties, conditions or other terms implied by common law or statute or otherwise in connection with these Conditions (except to the title of the product) are hereby expressly excluded to the fullest extent permitted by law, save for those mandatory guarantees which cannot be excluded by contract.

12. Warranty Assistance

a. Buyer will immediately notify WGP if any Products supplied to Buyer prove to be defective in quality or characteristics within the Supplier’s warranty period (the “Claim”). Upon receipt of notification of such a Claim from Buyer, WGP shall notify whether, as a matter of Supplier policy, the Claim shall be handled directly by the Supplier concerned. It is the responsibility of the Supplier, at its expense and risk, to ensure that the Products are repaired or replaced. The Supplier will provide contact information to Buyer to contact Supplier in the event the Claim will be handled directly by the Supplier. If the Supplier refuses to accept the return of the Products to WGP, and Buyer shall return such Products to WGP in accordance with these Conditions and WGP’s then current RMA policy (which shall be made available to Buyer upon request). No Products may be returned to WGP or deposited on WGP’s property or address without a valid RMA number displayed on the Products packaging will be refused or returned. WGP shall not be obligated to ship replacement Products to Buyer until WGP has received in good order the original Products being returned.

b. To the extent permitted by law, Buyer agrees that WGP’s sole liability to Buyer regarding any Product defect claims is limited to the administration of such claims with the Supplier and is expressly contingent upon WGP’s ability to successfully contact the Supplier and obtain a valid RMA number.

c. Warranty claims shall be limited to those defects which in the opinion of WGP can be remedied by replacement of certain non-user replaceable components. Buyer agrees that WGP shall not be liable for any loss or damage to Products returned to WGP.

d. Except as provided in Section 12 above, all returns are subject to WGP’s sole and absolute discretion and may be subject to a fifteen percent (15%) restocking fee, at WGP’s sole discretion.

13. Limitation of Liability.

a. WGP and Supplier shall not be liable for any direct or loss arising out of these Conditions and any Contract shall be limited to, and shall under no circumstances exceed the price paid by Buyer for the Products giving rise to the claim, exclusive of VAT.

b. To the extent permitted by law and/or except as expressly provided in these Conditions, WGP and Supplier shall not be responsible for any special, incidental, indirect, punitive, statutory or consequential damages, loss of profits, cost of substitute products, loss of revenue, loss of use, loss of data, cost of substituting substitute products, loss of reputation or goodwill, or any other damages or losses caused to Buyer by reason of WGP’s performance of the payment of the invoice price of the Products giving rise to the claim.

c. Buyer acknowledges that the Products are the intellectual property of the Suppliers. Nothing contained herein shall be deemed to grant any right or title to such intellectual property to Buyer. Buyer further agrees not to translate, reverse compile or disassemble any software and agrees to transfer to its customers a copy of any license agreements with the suppliers to the extent necessary for the use and operation of the Products.

d. WGP and Supplier shall not be responsible for any loss, damage or destruction of Product discovered by Buyer in delivery shall not entitle Buyer to rescission of Contract or to any other remedy.

16. E-System Failure or Error

a. Buyer is solely responsible for the use of any User ID, password or other forms of identification (collectively “Buyer ID”) that Buyer uses within the E-System or provided by WGP. Buyer shall not disclose to any third party Buyer ID information, if Buyer fails to notify WGP in the event it should lose or misplace or suspect any abuse (actual or attempted) of the Buyer ID, Buyer shall maintain appropriate security policies and procedures to ensure proper use of the Buyer ID. Absent notice to the contrary, Buyer ID information shall remain confidential and shall not be disclosed to any third party by WGP or its Customers.

b. Buyer agrees to use the E-System and treat any Purchased Order submitted through the E-System as a valid and binding offer to purchase Products from WGP.

c. Buyer is solely responsible, at its sole cost and expense, for securing and maintaining its own Internet access, hardware and software resources to access the E-System. Buyer agrees that WGP cannot guarantee the integrity of any E-System transaction or communication and assumes no responsibility for any E-System delay, error, failure, interruption or theft of any data.

17. Force Majeure

a. WGP shall not be liable to or be deemed in breach of these Conditions or any Contract by reason of delay in performance or failure to perform if such delay or failure was caused by force Majeure.

b. In the event of a Force Majeure event: (i) WGP shall, as soon as commercially practicable, notify Buyer of such Force Majeure event provided WGP shall incur no liability for failure to give such notice; and (ii) the time of WGP’s performance shall be extended by a period equal to the duration of such Force Majeure event.

c. In the event a Force Majeure event should continue for more than ninety (90) days either party may, by written notice to the other, cancel a Contract under which Products remain undelivered under said Contract. Upon such cancellation, WGP shall have the right, but not the obligation, to sell or dispose of the undelivered Products, but the Contract shall remain in full force and effect regarding all Products delivered prior to the date of cancellation.

18. Compliance with Laws, Export.

a. Buyer acknowledges that the Products and any technical data related thereto are licensed or sold subject to and conditioned, in part or in whole, upon export and re-export laws of the U.S., the European Union (“EU”) and countries within the European Free Trade Area (“EFTA”) (collectively the “Export Control Laws”) and Buyer hereby agrees not to export, re-export or otherwise distribute Products, or direct products thereof, to any person or entity who is not authorized to receive Products by the Export Control Laws.

b. Buyer will not be liable to Buyer for any loss, damage or destruction of Product discovered by Buyer in delivery shall not entitle Buyer to rescission of Contract or to any other remedy.

c. Buyer acknowledges that it will not export or re-export any Products with knowledge that they will be used in the design, development, production, or use of chemical, biological, nuclear, or ballistic weapons, or in a facility engaged in such activities.

d. Buyer shall provide such information as WGP reasonably requires to determine compliance with the Export Control Laws.

19. Audit Rights.

a. Buyer acknowledges that it will have a need to know and are subject to written obligations of confidentiality at least as protective of the Confidential Information as those of WGP and its Suppliers ("Confidential Information"). Buyer shall hold such Confidential Information in confidence and not disclose, make available from such foreign government for commercial computer software and related documentation developed solely at private expense.

b. No Confidential Information heretofore been or shall be construed as authorizing or granting to Buyer any right or license to use any logo, trademark or trade name of WGP or any Supplier, any license of which shall be subject to separate agreement including any then current policies of WGP or its Suppliers, as appropriate.

20. Confidential Information.

a. Buyer agrees that these Conditions, including any Contracts, and all Product related information including pricing and description shall be held in strict confidence and not disclosed to any third party by Buyer or its employees, and Buyer hereby agrees to keep such Confidential Information in strict confidence and not disclose to any third party any Confidential Information or reveal it in any manner to any third party without prior written authorization of WGP.

b. Buyer may request that any information that has been disclosed to it under this Agreement for the sole purpose of fulfilling an order of Buyer may not be disclosed or used by Buyer in any manner other than to fulfill the order in which the Confidential Information was furnished to Buyer.

c. Buyer acknowledges that WGP may, from time to time, and Buyer hereby agrees to keep such records available to the Buyer.


a. Buyer may not transfer or assign these Conditions to a third party without the prior written consent of WGP.

b. Waver. Failure of WGP to enforce any provision of these Conditions or a Contract shall not be deemed a waiver of the right to enforce in subsequent enforcement thereof.

c. Severability. In the event that any provision of these Conditions is held by a court of competent jurisdiction to be invalid, unenforceable, illegal or otherwise ineffective, then such provision shall be deemed invalid, unenforceable, illegal or otherwise ineffective and severed from these Conditions or any Contract hereunder, without prejudice to the remaining validity, enforceability, legality or effectiveness of any other provisions or agreements contained herein or otherwise relating to the performance of these Conditions or any Contract hereunder in sufficient detail to permit WGP to accurately determine whether Buyer has fully and completely complied with their terms. Buyer will be liable to WGP for all costs and expenses, including reasonable attorneys’ fees, incurred in connection with enforcing the rights of WGP under these Conditions or any Contract.

d. Audit Rights. Buyer shall keep and maintain true and complete records pertaining to its performance of these Conditions or any Contract hereunder in sufficient detail to permit WGP to accurately determine whether Buyer has fully and completely complied with their terms. Buyer shall permit WGP to inspect and examine Buyer’s books, records, data processing equipment, computer programs, or any other records, data or information which may be relevant to the performance of these Conditions or any Contract hereunder.


a. These Conditions shall be governed by the laws of Portugal, and Buyer hereby agrees to submit to the exclusive jurisdiction of the Portuguese courts. The parties agree that the Contract-making process Terms and Conditions of Sale (Wesport Portugal) EN version (updated 17.10.2016) Page 2 of 3

WGP Confidential Information
The Parties specifically agree to exclude the application of, and the Buyer expressly waives any right or benefit stipulated by, any regulations on electronic commerce, retail market and distance selling, including any right of information and/or withdrawal. The United Nation’s Convention on Contracts for the International Sale of Goods is specifically excluded from application to these Conditions.