

# CHALLENGING ENVIRONMENTS

## SEATING COLLECTION

LEVEL 1

LEVEL 2

LEVEL 3

LEVEL 4





# Welcome to our new CHALLENGING ENVIRONMENTS

## SEATING COLLECTION



Solid Beech

Welltex uses kiln dried beech in the manufacture of all wooden frames.

Beech wood is a hard, strong and heavy wood. It has a fine, tight grain and even texture.

Beech wood is very light in colour so takes polish well, it has a high shock resistance.



CRIB 5 Fabric

All fabrics used in the upholstery of any of our furniture are fire retardant and conform to the **British Standard BS5852 CRIB 5**.

CRIB 5 our standard Healthcare Fabric.

Performance Standard BS7176.

MEDIUM HAZARD– Tested to cigarettes (EN1021-1) and Match ignition sources (EN1021-2 CRIB 5 (BS5852)).

Anti-Microbial  
Fabric

Welltex uses **'INTELLIGENT, ANTIMICROBIAL'** fabrics in our upholstery. An antimicrobial fabric is one that has additives introduced into a textile during the manufacturing process to make it resistant to microbes. The antimicrobial fabrics will not support microbial or fungal growth including Salmonella, Clostridium difficile, E Coli and MRSA. All fabrics can be cleaned and sterilised to aid infection control.



Furniture showing this symbol means it can be weighted.

**"You are, without doubt the quality provider we have been looking for for years. Outstanding products & services. I would be pleased to recommend Welltex without hesitation."** Group Estates Manager, London

## REINFORCED SEATING

Factory made to your requirements

### Key features and benefits:

- Ply board fitted to replace springs in Seat, Back, Underside and Outside back for extra strength
- Loose or Fitted Cushions on most Models
- Tamper proof screws to ensure that the Furniture is not compromised during use
- Waterproof Fabrics, Fire Retardant to BS7176 2007 - CRIB 5



## BOARDING LEVELS

Please specify when ordering

### LEVEL 1

Solid hardwood frame with steel sprung seating

### LEVEL 2

Ply board fitted to the seating section

### LEVEL 3

Ply board fitted to the seating section and outside back

### LEVEL 4

Ply board fitted to the seating section, outside back and underside of furniture

## TANKING

A Tanking system provides an impermeable waterproof sealant to chairs & sofas.

- The inside back and seat fabric is upholstered using a different method – No fluids can enter the inside of furniture
- All three sides of the chair/sofa (arms and back) are sealed with a waterproof sealant
- For best results the chair/sofa should be boarded, as sprung seat allow movement.

## HOW TO ORDER

### BY PHONE

Phone our helpful sales team  
8.00am to 4.30pm Monday to  
Friday on **0800 083 0863**  
and we will be here to assist.

### BY POST

Post your order or enquiry with  
all your details on to us for our  
immediate attention.

Welltex  
Wollaston Way  
Burnt Mills Industrial Estate  
Basildon  
SS13 1DJ

### BY EMAIL

Email your order or enquiry to  
[furnishings@welltex.co.uk](mailto:furnishings@welltex.co.uk)

# SOFAS WITH WEIGHTED OPTIONS



# SOFAS WITH WEIGHTED OPTIONS

Available in Loose or Fixed Cushions

Single Seater Two Seater Two and a Half Seater Three Seater



Seymour			Cumberland			Littleton		
ARM CHAIR:	2 SEATER:	3 SEATER:	ARM CHAIR:	2 SEATER:	3 SEATER:	ARM CHAIR:	2 SEATER:	3 SEATER:
OH: 91cm	91cm	91cm	OH: 84cm	84cm	84cm	OH: 86cm	86cm	86cm
OW: 89cm	142cm	193cm	OW: 97cm	150cm	203cm	OW: 81cm	137cm	188cm
SH: 46cm	45cm	46cm	SH: 46cm	46cm	46cm	SH: 46cm	46cm	46cm
SW: 51cm	104cm	155cm	SW: 53cm	104cm	160cm	SW: 53cm	104cm	157cm
SD: 53cm	53cm	53cm	SD: 53cm	53cm	53cm	SD: 53cm	53cm	53cm
SEYMARM	SEYM2SOF	SEYM3SOF	CUMBARM	CUMB2SOF	CUMB3SOF	LITTARM	LITT2SOF	LITT3SOF



Eaton			Gloucester			Ultra Strong Olympus		
ARM CHAIR:	2 SEATER:	3 SEATER:	ARM CHAIR:	2 SEATER:	3 SEATER:	ARM CHAIR:	2 SEATER:	3 SEATER:
OH: 92cm	92cm	90cm	OH: 94cm	94cm	94cm	OH: 91cm	91cm	96cm
OW: 82cm	143cm	194cm	OW: 84cm	137cm	188cm	OW: 71cm	127cm	188cm
SH: 46cm	46cm	46cm	SH: 46cm	46cm	46cm	SH: 46cm	46cm	46cm
SW: 51cm	105cm	157cm	SW: 53cm	53cm	160cm	SW: 56cm	112cm	168cm
SD: 54cm	54cm	54cm	SD: 53cm	53cm	53cm	SD: 53cm	53cm	53cm
EATOARM	EATO2SOF	EATO3SOF	GLOUARM	GLOU2SOF	GLOU3SOF	ULTRAARM	ULTRA2SE	ULTRA3SE

## SOFAS WITH WEIGHTED OPTIONS - FIXED AND LOOSE CUSHION



## SOFAS WITH WEIGHTED OPTIONS - FIXED AND LOOSE CUSHION

Single Seater

Two Seater

Two and a Half Seater

Three Seater



### Plymouth

	ARM CHAIR:	2 SEATER:	3 SEATER:
OH:	83cm	83cm	83cm
OW:	104cm	155cm	206cm
SH:	39cm	39cm	39cm
D:	85cm	85cm	85cm
	WT2360	WT2362	WT2364

### Buckingham

	ARM CHAIR:	2 SEATER:	3 SEATER:
OH:	92cm	92cm	92cm
OW:	104cm	156cm	212cm
SH:	49cm	49cm	49cm
D:	79cm	79cm	79cm
	WT2378	WT2380	WT2382

### Sidmouth

	ARM CHAIR:	2 SEATER:	3 SEATER:
OH:	86cm	86cm	86cm
OW:	94cm	156cm	213cm
SH:	50cm	50cm	50cm
D:	93cm	93cm	93cm
	WT2154	WT2152	WT2150



### Osborne

	ARM CHAIR:	2 SEATER:	3 SEATER:
OH:	90cm	90cm	90cm
OW:	85cm	140cm	200cm
SH:	45cm	45cm	45cm
D:	90cm	90cm	90cm
	WT2372	WT2374	WT2376

### Oakdale

	ARM CHAIR:	2 SEATER:	3 SEATER:
OH:	90cm	90cm	90cm
OW:	85cm	156cm	200cm
SH:	45cm	45cm	45cm
D:	90cm	90cm	90cm
	WT2366	WT2368	WT2370

### Mappa

	ARM CHAIR:	2 SEATER:	3 SEATER:
OH:	90cm	90cm	90cm
OW:	120cm	150cm	180cm
SH:	46cm	46cm	46cm
D:	54cm	54cm	54cm
	MAPPA12	MAPPA15	MAPPA18

## MODULAR SEATING

## MODULAR SEATING



**"We are very happy with this product – and I'm sure I'll be recommending these chairs as a solution again"**

Metropolitan Police Service, Kent



**Modular Seat Right Arm**

**DIMENSIONS:**  
H: 75cm W: 74cm D: 70cm SH: 41cm  
**WT2440**



**Modular Seat Left Arm**

**DIMENSIONS:**  
H: 75cm W: 74cm D: 70cm SH: 41cm  
**WT2442**



**Modular Seat with Arm**

**DIMENSIONS:**  
H: 75cm W: 85cm D: 70cm SH: 41cm  
**WT2444**



**Modular Seat No Arm**

**DIMENSIONS:**  
H: 75cm W: 62cm D: 70cm SH: 41cm  
**WT2438**



**Modular Seat Corner**

**DIMENSIONS:**  
H: 75cm W: 71cm D: 70cm SH: 41cm  
**WT2436**



**Modular Seat Table**

**DIMENSIONS:**  
H: 39cm W: 62cm D: 62cm  
**WT2446**



## SOCIAL SPACE AND SENSORY SEATING



## SOCIAL SPACE AND SENSORY SEATING



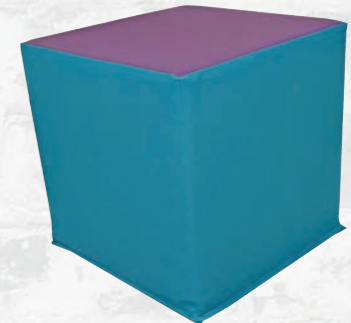
### Square Foam Chair

**DIMENSIONS:**  
H: 48cm W: 59cm D: 82cm SH: 49cm  
WT2020



### Round Foam Chair

**DIMENSIONS:**  
H: 64cm W: 64cm D: 81cm SH: 44cm  
WT2198



### Square Foam Stool

**DIMENSIONS:**  
H: 45cm W: 45cm D: 45cm SH: 45cm  
WT2238



### Curve Foam De-Escalation Combo

**DIMENSIONS:**  
OH: 82cm OW: 165cm SH: 44cm D: 82cm  
WT2056D3



### Curve Foam De-Escalation

**DIMENSIONS:**  
OH: 82cm OW: 165cm SH: 43cm D: 81cm  
WT2526



### Curve Foam De-Escalation

**DIMENSIONS:**  
OH: 82cm OW: 55cm SH: 44cm D: 82cm  
WT2056



### Bean Bag

**DIMENSIONS:**  
H: 50cm W: 70cm D: 50cm SH: 50cm  
WT2016



### Bean Bag Chair

**DIMENSIONS:**  
H: 86cm W: 58cm D: 41cm SH: 46cm  
BEANCHA



### Middleton Foam

ARM CHAIR:	2 SEATER:	3 SEATER:
OH: 81cm	81cm	81cm
OW: 112cm	172cm	232cm
SH: 44cm	44cm	44cm
D: 81cm	81cm	81cm
WT2474	WT2476	WT2478

## SOCIAL SPACE AND BREAK OUT SEATING

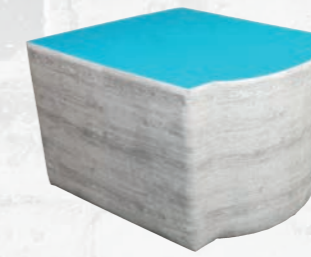


## SOCIAL SPACE AND BREAK OUT SEATING



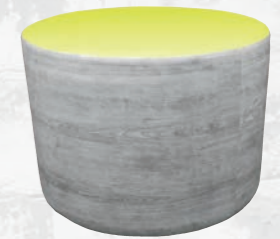
**Foam Seat 2248**

DIMENSIONS:  
H: 46cm W: 122cm D: 63cm  
WT2448



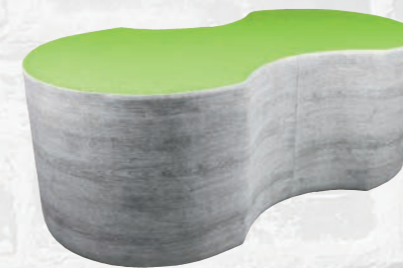
**Foam Seat 2510**

DIMENSIONS:  
H: 45.5cm W: 63cm D: 63cm  
WT2510



**Foam Seat 2452**

DIMENSIONS:  
H: 46cm Dia: 63.5cm  
WT2452



**Foam Seat 2454**

DIMENSIONS:  
H: 46cm W: 122cm D: 63cm  
WT2454



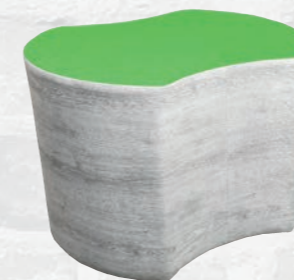
**Foam Seat 2456**

DIMENSIONS:  
H: 46cm W: 63cm D: 44cm  
WT2456



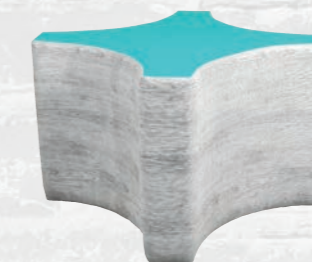
**Foam Seat 2458**

DIMENSIONS:  
H: 47cm W: 58cm D: 58cm  
WT2458



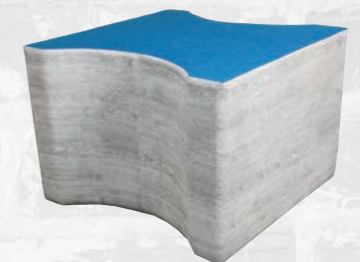
**Foam Seat 2460**

DIMENSIONS:  
H: 45.5cm W: 64cm D: 64cm  
WT2460



**Foam Seat 2462**

DIMENSIONS:  
H: 45.5cm W: 60cm D: 60cm  
WT2462



**Foam Seat 2464**

DIMENSIONS:  
H: 45.5cm W: 63cm D: 63cm  
WT2464



**Foam Seat 2466**

DIMENSIONS:  
H: 45.5cm W: 63cm D: 63cm  
WT2466

## TUB CHAIRS WITH WEIGHTED OPTIONS

“Thanks, as always, for being as competitive as you are, the service and prices are why we always come to you guys and hope to for a long time yet”

Director, Horsham



## TUB CHAIRS WITH WEIGHTED OPTIONS



**Willow Tub Chair**

**DIMENSIONS:** OH: 77cm OW: 66cm  
SH: 48cm D: 61cm  
**WT2050**



**Dedham Plus Tub Chair**

**DIMENSIONS:** OH: 78cm OW: 71cm SH: 46cm  
SW: 46cm SD: 48cm  
**DEDHAPLU**



**Heather Plus Tub Chair**

**DIMENSIONS:** OH: 81cm OW: 69cm SH: 51cm  
SW: 46cm SD: 48cm  
**HEATHPLU**



**Derwin Plus Tub Chair**

**DIMENSIONS:** OH: 81cm OW: 69cm SH: 51cm  
SW: 46cm SD: 48cm  
**DERWPLU**



**Newport Plus High Back**

**DIMENSIONS:** OH: 96cm OW: 68cm SH: 48cm  
SW: 46cm SD: 51cm  
**NEWPOPLU**



**Jupiter Plus Mid Back**

**DIMENSIONS:** OH: 91cm OW: 79cm SH: 48cm  
SW: 51cm SD: 56cm  
**JUPIPLU**



**Ledbury**

ARM CHAIR:	2 SEATER:
OH: 84cm	84cm
OW: 88cm	142cm
SH: 48cm	48cm
D: 95cm	95cm
<b>WT2254</b>	<b>WT2252</b>



**Campton**

ARM CHAIR:	2 SEATER:
OH: 65cm	65cm
OW: 104cm	145cm
SH: 46cm	46cm
D: 82cm	82cm
<b>WT2516</b>	<b>WT2518</b>

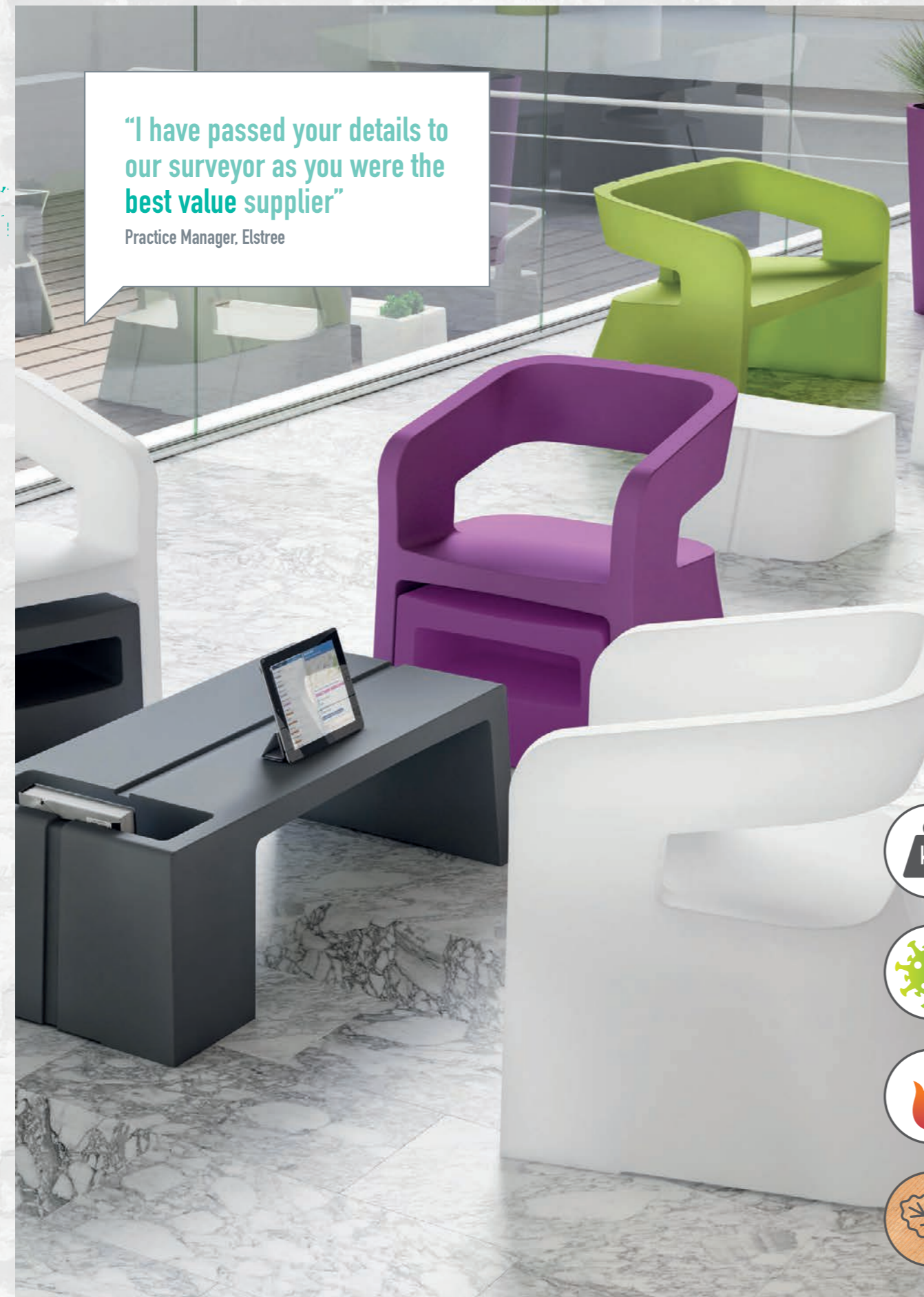


**Teignmouth Plus**

ARM CHAIR:	2 SEATER:
OH: 71cm	71cm
OW: 73cm	114cm
SH: 48cm	48cm
SW: 48cm	95cm
SD: 48cm	48cm
<b>TEIGNPLU</b>	<b>TEIGN2PLU</b>



# INDOOR / OUTDOOR SEATING WITH WEIGHTED OPTIONS



"I have passed your details to  
our surveyor as you were the  
best value supplier"

Practice Manager, Elstree



# INDOOR / OUTDOOR SEATING WITH WEIGHTED OPTIONS



## Takeley Weighted Chair

**DIMENSIONS:**  
H: 75cm W: 65cm D: 67cm SH: 42cm  
**TAKECHA** Available in: Pink, green, white and black



## Takeley Weighted 2 Seater

**DIMENSIONS:**  
H: 75cm W: 119cm D: 67cm SH: 42cm  
**TAKE2SEAT** Available in: Pink, green, white and black



## Takeley Weighted Foot Stool

**DIMENSIONS:**  
H: 34cm W: 51cm D: 51cm  
**TAKESTOOL** Available in: Pink, green, white and black



## Liberty Weighted Chair

**DIMENSIONS:** H: 85cm W: 65cm D: 65cm  
**LIBWCH**



## Liston Plus Weighted Chair

**DIMENSIONS:** H: 97cm W: 46cm SH: 48cm  
SW: 46cm SD: 38cm  
**LISTONPL**



## Liston Ultra Plus Weighted Chair

**DIMENSIONS:** H: 97cm W: 46cm SH: 48cm  
SW: 46cm SD: 38cm  
**LISTONUPL**



## Borley Polished Seat

**DIMENSIONS:**  
H: 89cm W: 46cm SH: 46cm D: 41cm  
**BORCPS**



## Borley Upholstered Seat

**DIMENSIONS:**  
H: 89cm W: 46cm SH: 46cm D: 41cm  
**BORCUS**

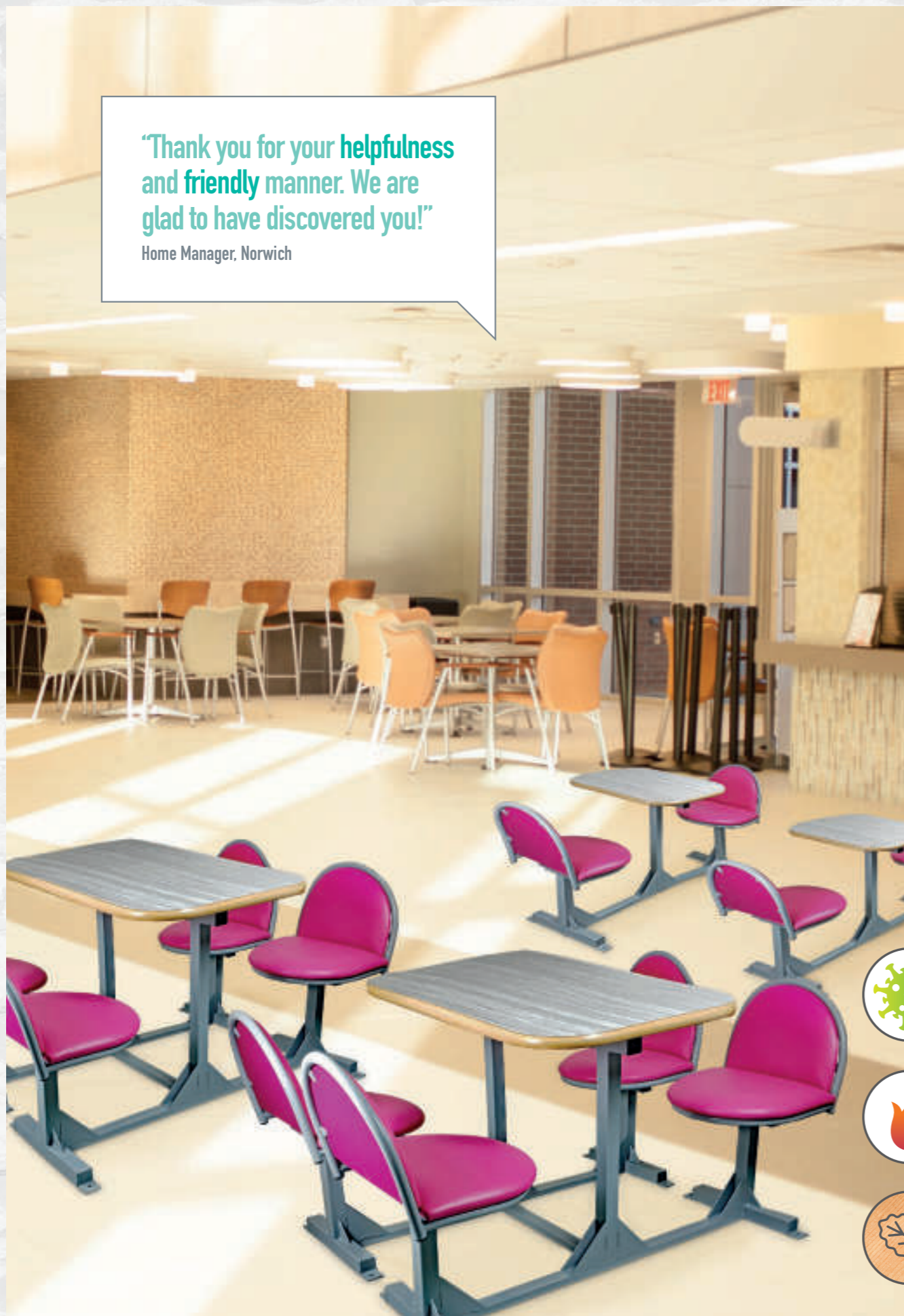


## Mello All Weather Chair

**DIMENSIONS:**  
H: 81cm W: 44cm SH: 45cm D: 50cm  
**MELLOCH**



## FIXED DINING SEATING



"Thank you for your helpfulness and friendly manner. We are glad to have discovered you!"

Home Manager, Norwich



## FIXED DINING SEATING



### Fixed 2 Seater Set

DIMENSIONS: H: 74cm W: 187cm D: 60cm SH: 49cm TT: 70x60cm  
WT2204



### Fixed 4 Seater Round Set

DIMENSIONS: H: 74cm W: 187cm D: 187cm SH: 49cm TT: 90cm dia.  
WT2224



### Fixed 4 Seater Rectangular Set

DIMENSIONS: H: 74cm W: 166cm D: 110cm SH: 49cm TT: 110x70cm  
WT2042



### Fixed 2 Seater Stool Set

DIMENSIONS: H: 74cm W: 178cm D: 60cm SH: 45cm TT: 70x60cm  
WT2206



### Fixed 4 Seater Round Stool Set

DIMENSIONS: H: 74cm W: 177cm D: 177cm SH: 45cm TT: 90cm dia.  
WT2226



### Fixed 4 Seater Rectangular Stool Set

DIMENSIONS: H: 74cm W: 160cm D: 110cm SH: 45cm TT: 110x70cm  
WT2208

FABRIC COLOURS

BEST SELLING FABRICS: 100s more to choose from

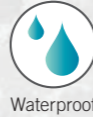
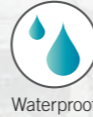
PANAZ - Aston Vinyl

					
ASTON 100 BLUE	ASTON 102 LIGHT BLUE	ASTON 105 INDIGO	ASTON 108 DELPH	ASTON 110 PACIFIC	ASTON 116 NAVY
					
ASTON 117 ROYAL	ASTON 131 AZURE	ASTON 134 SKY	ASTON 151 TEAL	ASTON 192 INK	ASTON 198 HYACINTH
					
ASTON 203 EMERALD	ASTON 204 MOSS	ASTON 205 SAGE GREEN	ASTON 213 AUBERGINE	ASTON 215 ELM	ASTON 219 SEAFOAM
					
ASTON 220 LIGHT GREEN	ASTON 226 LIME	ASTON 228 BOTTLE GREEN	ASTON 233 PISTACHIO	ASTON 238 CITRUS	ASTON 251 EAU DE NIL
					
ASTON 253 CARDAMOM	ASTON 300 GOLD	ASTON 314 MUSTARD	ASTON 400 RED	ASTON 401 AMBER	ASTON 407 BURGUNDY
					
ASTON 408 TERRACOTTA	ASTON 409 MAGENTA	ASTON 411 SPICE	ASTON 412 PURPLE	ASTON 414 WINE	ASTON 444 CHERRY

Please request for sample swatches, as these are for illustration only.







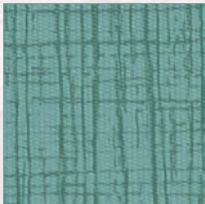
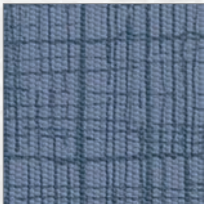
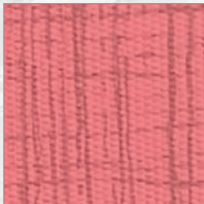
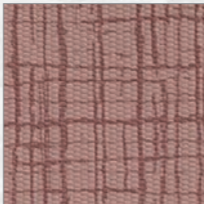

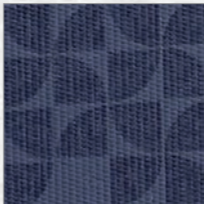
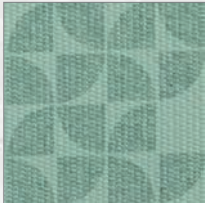


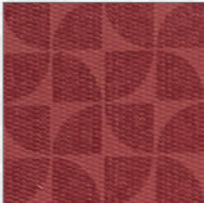
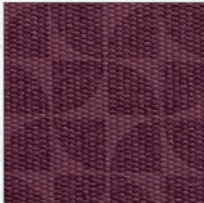
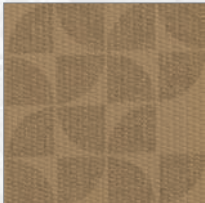
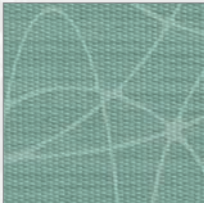

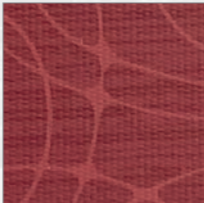



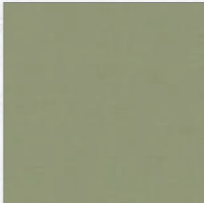
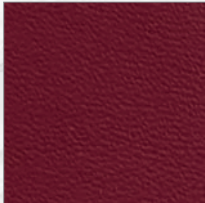

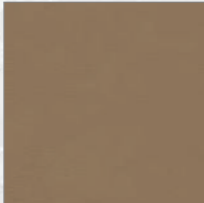
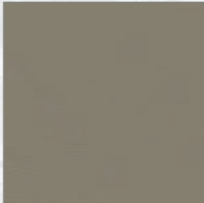

FABRIC COLOURS

					
ASTON 506 MIST	ASTON 507 RICH IVORY	ASTON 613 PALE PINK	ASTON 618 BLUSH	ASTON 700 BROWN	ASTON 703 MINK
					
ASTON 801 TAN	ASTON 805 CREAM	ASTON 807 MUSHROOM	ASTON 813 LINEN	ASTON 814 ESPRESSO	ASTON 815 BUFF
					
ASTON 817 CHESTNUT	ASTON 823 CHABLIS	ASTON 837 STONE	ASTON 877 OYSTER	ASTON 900 BLACK	ASTON 904 PEWTER
					
ASTON 905 DOVE	ASTON 906 ASH	ASTON 919 ZINC	ASTON 952 PLATINUM	ASTON 953 GUNMETAL	ASTON 954 GRAPHITE



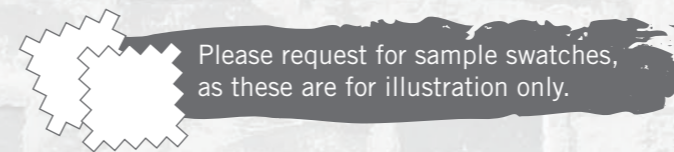
# FABRIC COLOURS

## PANAZ - Cadet Contemporary 4 Vinyl










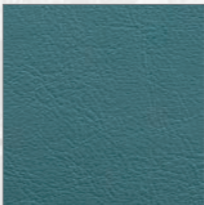

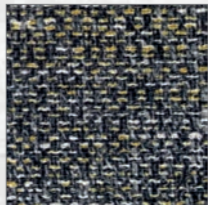







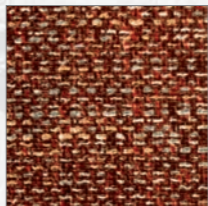
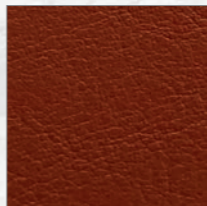

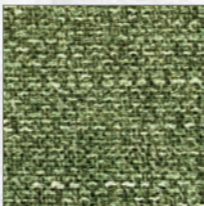





					
AMATHUS 116 NAVY	AMATHUS 131 AZURE	AMATHUS 156 GRAPE	AMATHUS 807 MUSHROOM	AMATHUS 899 SEPIA	ETCH 122 WEDGWOOD BLUE
					
ETCH 129 OCEAN	ETCH 198 HYACINTH	ETCH 646 PEONY	ETCH 664 MAUVE	ETCH 837 STONE	TREK 105 INDIGO
					
TREK 155 DUCK EGG BLUE	TREK 219 SEAFOAM	TREK 321 WHEAT	TREK 401 AMBER	TREK 609 ROSE	TREK 624 MULBERRY
					
TREK 823 CHABLIS	VENTURE 155 DUCK EGG BLUE	VENTURE 198 HYACINTH	VENTURE 321 WHEAT	VENTURE 609 ROSE	VENTURE 624 MULBERRY
					
VENTURE 807 MUSHROOM	ZEST 110 PACIFIC	ZEST 117 ROYAL	ZEST 134 SKY	ZEST 151 TEAL	ZEST 204 MOSS
					
ZEST 444 CHERRY	ZEST 642 THISTLE	ZEST 843 CHAI	ZEST 858 COBBLE	ZEST 905 DOVE	ZEST 906 ASH



# FABRIC COLOURS



## PANAZ - Farrington

					
STANTON 904 PEWTER			STANTON 215 ELM		
					
COTSWOLD 100 BLUE	ASTON 100 BLUE	ODELL 904 PEWTER	COTSWOLD 215 ELM	ASTON 215 ELM	ODELL 215 ELM
					
COTSWOLD 129 OCEAN	ASTON 131 AZURE	ODELL 129 OCEAN	COTSWOLD 299 CITRUS- CHARCOAL	ASTON 904 PEWTER	ODELL 238 CITRUS
					
STANTON 269 GREEN-FUCHSIA			STANTON 448 SPICE-MINK		
					
COTSWOLD 409 MAGENTA	ASTON 409 MAGENTA	ODELL 409 MAGENTA	COTSWOLD 411 SPICE	ASTON 408 TERRACOTTA	ODELL 408 TERRACOTTA
					
COTSWOLD 200 GREEN	ASTON 905 DOVE	ODELL 226 LIME	COTSWOLD 905 DOVE	ASTON 815 BUFF	ODELL 888 COFFEE



# FABRIC COLOURS

## ILIV– Burghley Vinyl

					
BURGHLEY AEGEAN	BURGHLEY AMETHYST	BURGHLEY AUTUMN	BURGHLEY BARK	BURGHLEY BISCUIT	BURGHLEY BLACKBERRY
					
BURGHLEY BRONZE	BURGHLEY BURNT ORANGE	BURGHLEY CHALK BLUE	BURGHLEY CHAMPAGNE	BURGHLEY CHARCOAL	BURGHLEY CHOCOLATE
					
BURGHLEY CLARET	BURGHLEY DAMSON	BURGHLEY DARK TAUPE	BURGHLEY DENIUM	BURGHLEY DOVE	BURGHLEY DUCKEGG
					
BURGHLEY DUSKY PINK	BURGHLEY FIRE	BURGHLEY FOREST	BURGHLEY GUNMETAL	BURGHLEY HEATHER	BURGHLEY IVORY
					
BURGHLEY JADE	BURGHLEY LATTE	BURGHLEY LIME	BURGHLEY MAROON	BURGHLEY MIDNIGHT	BURGHLEY MINK
					
BURGHLEY MIST	BURGHLEY MISTY ROSE	BURGHLEY MUSHROOM	BURGHLEY MUSTARD	BURGHLEY NOIR	BURGHLEY NUTMEG



Please request for sample swatches,  
as these are for illustration only.

# FABRIC COLOURS

					
BURGHLEY OATMEAL	BURGHLEY OCHRE	BURGHLEY OLIVE	BURGHLEY PEARL	BURGHLEY PEAT	BURGHLEY PETROL
					
BURGHLEY PEWTER	BURGHLEY PISTACHIO	BURGHLEY PLATINUM	BURGHLEY PLUM	BURGHLEY PORCELAIN	BURGHLEY PUTTY
					
BURGHLEY PYRITE	BURGHLEY RASPBERRY	BURGHLEY RUBY	BURGHLEY RUST	BURGHLEY SAGE	BURGHLEY SAND
					
BURGHLEY SAPPHIRE	BURGHLEY SEA GREEN	BURGHLEY SLATE BLUE	BURGHLEY SUNSHINE	BURGHLEY TAN	BURGHLEY TEAL
					
BURGHLEY WINE					



Abrasion



Anti-Microbial



Stain Resistant



Waterproof



Abrasion



Anti-Microbial



Stain Resistant

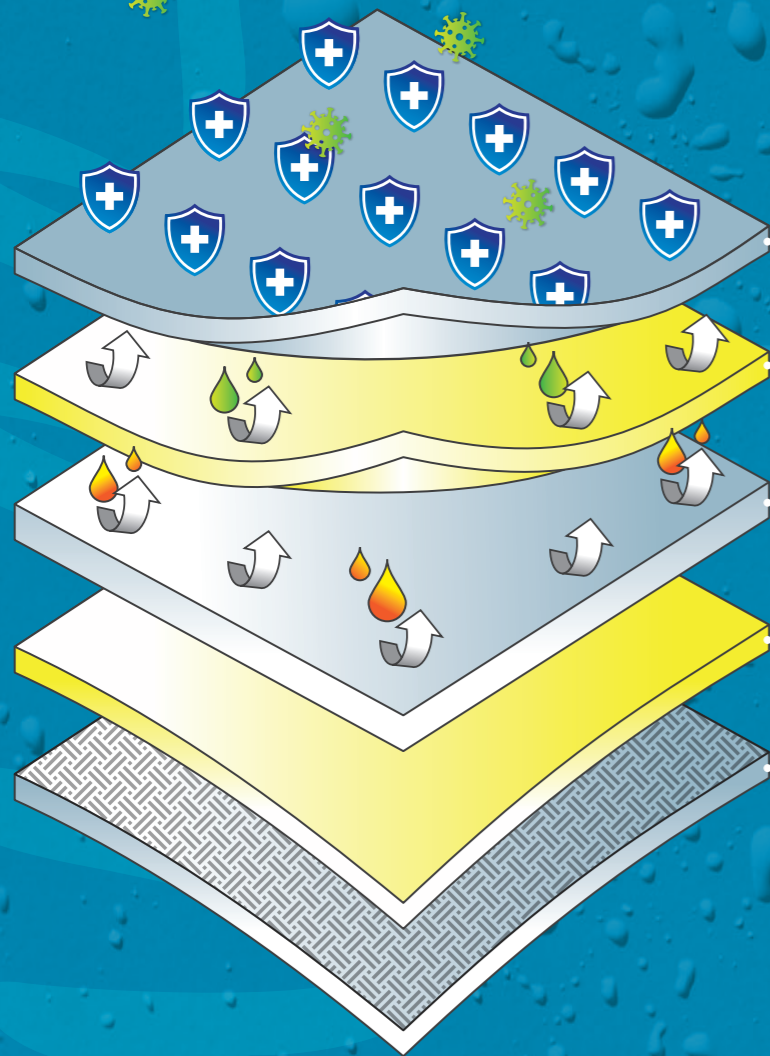


Waterproof

# WATERPROOF UPHOLSTERIES

Panaz soft upholsteries for **care** and **nursing environments** have established a **benchmark** for **exceptional performance**. Market **leaders** over 3 decades, Panaz' success in creating **award winning** upholsteries emanates from **beautifully designed** fabrics and layers of **protective** technology.

## BEAUTIFUL, DURABLE & BREATHABLE:



### Anti-Microbial Protection with Shield Plus™

Permanently inhibits the broadest spectrum of microbes (even C diff spore) and prevents nasty odour.

### Acryltron™

Affording exceptional, improved resistance to cleaning chemicals.

### Polyurethane coating

For durability and stain resistance.

### PVC Core

For core strength and durability.

### Substrate

Woven or knitted to suit the application.

LATEX  
FREE

#### WELTEX (UK) LIMITED: Conditions of Sale

In these conditions of sale ("Conditions"), unless the context requires otherwise: "Welltex" means Welltex (UK) Limited (Company number 11695864) whose registered office is at: Willaston Way, Burnt Mills Industrial Estate, Basildon, Essex, SS13 1DJ, VAT registration number 312 3624 43; "Buyer" means the company, firm, body or person purchasing the Goods and/or Services; "Goods" means the goods which Welltex is to supply in accordance with these Conditions; "Manufacturer" means the manufacturer of the Goods notified to the Buyer by Welltex from time to time; "Order" means a purchase order in respect of the Goods and/or Services issued by the Buyer to Welltex; "Services" means work and/or services or any of them to be performed by Welltex for the Buyer pursuant to an Order including (but not limited to) installation of the Goods;

#### GENERAL

- 1.1 These Conditions shall be incorporated into each contract ("the Contract") for the supply of Goods and/or Services by Welltex. The Contract will be subject to these Conditions alone. All terms and conditions appearing or referred to in an Order or otherwise stipulated by the Buyer shall have no effect.
- 1.2 Any variation of the Contract must be expressly agreed in writing and signed by Welltex.
- 1.3 Any description contained in Welltex's catalogues, samples, price lists or other advertising material is intended merely to present a general picture of Welltex's Goods or Services and shall not form a representation or be part of the Contract.
- 1.4 Any quotation issued by Welltex may be amended or withdrawn at any time prior to the formation of any contract based upon the quotation. Where a quotation is prepared based upon information supplied by the Buyer, it is the Buyer's responsibility to check that such information is accurate.
- 1.5 Where Goods are to be supplied from stock, such supply is subject to availability of stocks at the date of delivery.

#### 1. SPECIFICATIONS

- 1.1 If Goods and/or Services are supplied in accordance with the Buyer's specifications ("Specifications") the Buyer shall be solely responsible for the Specifications and ensuring that they are suitable and accurate.
- 1.2 Welltex reserves the right to make any changes in the Specification of the Goods which are required to conform with any applicable statutory, regulatory or other such requirements.
- 1.3 The Buyer shall be responsible for supplying the Specifications and any necessary information relating to the Goods and/or Services within a sufficient time to enable Welltex to perform the Contract in accordance with its terms.
- 1.4 Welltex shall, prior to delivery, be entitled at its discretion to substitute for the Goods forming the subject of the Order similar goods from the same or an alternative source, or to make modifications or alterations to the Goods provided that:
  - 1.4.1 in the case of substituted Goods, the alternative goods supplied shall be of equivalent or better quality or performance to the substituted Goods;
  - 1.4.2 in the case of modified and altered Goods, such modifications or alterations to the Goods shall not materially affect their quality or performance.

#### 2. CANCELLATION OR VARIATION OF ORDERS

No contract may be cancelled, suspended or varied by the Buyer except with Welltex's written agreement and on terms that the Buyer shall indemnify Welltex in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by Welltex as a result of a cancellation, suspension or variation.

#### 3. PACKAGING

- 3.1 Packaging for the Goods shall be at the discretion of Welltex or the Manufacturer (as the case may be) which shall have the right to pack the Goods in such a way in its absolute discretion it thinks fit unless detailed packaging instructions are received from the Buyer and agreed in writing by Welltex prior to agreeing a price for the Goods.
- 3.2 Welltex shall use reasonable endeavours to ensure, where packaging is not provided by the Manufacturer of the Goods or where otherwise necessary in Welltex's opinion, the suitability of packing before despatch, but no claim will be accepted by Welltex for breakage or damage in transit on the ground of alleged unsuitability for packing.

#### 4. PRICES

- 4.1 All prices shall be as stated by Welltex.
- 4.2 Except as otherwise stated under the terms of any quotation or in any price list of Welltex, and unless otherwise agreed in writing between the Buyer and Welltex, all prices given by Welltex are exclusive of delivery, and where Welltex agrees to deliver the Goods, the Buyer shall pay Welltex's charges for transport, packaging and insurance and other incidental costs.
- 4.3 Welltex reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods and/or Services to reflect any increase in the cost to Welltex which is due to any factor beyond the control of Welltex, any change in delivery dates, quantities or specifications for the Goods and/or Services which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give Welltex adequate information or instructions.
- 4.4 Where the price for the Goods or Services is varied in accordance with Condition 4.3 the price as varied shall be binding on both parties.
- 4.5 There shall be added to the price for the Goods or Services any cost of value added tax and any other tax or duty relating to the manufacture, transportation, export, import, sale or delivery of the Goods or performance of the Services, (whether initially charged on or payable by Welltex or the Buyer).

#### 5. TERMS OF PAYMENT

- 5.1 Subject to any special terms agreed in writing between Welltex and the Buyer, liability for payment shall arise in respect of Goods supplied, on delivery and in respect of Services supplied, upon completion of the Services. Welltex shall be entitled accordingly to invoice the Buyer for the price of the Goods and/or Services on or at any time after delivery or completion respectively, unless, in the case of Goods, these are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event Welltex shall be entitled to invoice the Buyer for the price at any time after Welltex has notified the Buyer that the Goods are ready for collection or (as the case may be) Welltex has tendered delivery of the Goods.
- 5.2 When deliveries are spread over a period each consignment will be invoiced as despatched and each month's invoices will be treated as a separate account and be payable accordingly.
- 5.3 Unless otherwise agreed by Welltex, the Buyer shall pay the price of the Goods (without any deduction or set-off) no later than the last day of the month following the date of Welltex's invoice.
- 5.4 Time of payment shall be of the essence. If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to Welltex, Welltex shall be entitled to:
  - 5.4.1 cancel the Contract or suspend any further deliveries or performance under the Contract or any other contract so long as the default continues; and/or
  - 5.4.2 withdraw or cancel immediately any discount for prompt payment which has been agreed with or has been granted to the Buyer or to which the Buyer is entitled and debit the Buyer's account accordingly and/or
  - 5.4.3 in addition to any unpaid amount that should properly have been paid, to simple interest on that amount (accruing daily from the payment due date until the date of actual payment, whether before or after judgement). Such interest will be calculated at the rate of 8% above the Bank of England base rate in force from time to time.
- 5.5 Welltex reserves the right to request payment in full when a Customer places an Order.
- 5.6 Welltex may offer credit facilities to the Customer, such credit facilities shall be on terms and conditions as specified by Welltex and may be withdrawn or amended at any time by Welltex.

#### 6. DELIVERY AND COMPLETION DATES

- 6.1 Delivery shall take place when the Goods are unloaded at or delivered by Welltex or any agent or contractor of Welltex to the Buyer's premises or other delivery location agreed between Welltex and the Buyer except that:
  - 6.1.1 if the Buyer collects or arranges collection of the Goods from Welltex or nominates a carrier for the Goods, delivery shall take place when the Goods are loaded on to the collection or carrier's vehicle; or
  - 6.1.2 if the Goods are ready to be despatched from the premises of Welltex to the Buyer and the Buyer has failed or refused to provide Welltex with detailed delivery instructions and/or the place for delivery has not been agreed in writing by Welltex the delivery shall take place when Welltex has notified the Buyer that it is awaiting specific delivery instructions and/or that the place for delivery has not been agreed.

- 6.2 The dates for delivery of the Goods or for performance of the Services are approximate only and time is not of the essence for delivery or performance. Welltex will use its reasonable endeavours to complete delivery or performance on or before dates requested by the Buyer but will not be liable in any circumstances for the consequences of any delay in delivery or performance or failure to deliver or perform.
- 6.3 The Buyer shall accept immediate delivery or arrange to collect the Goods or arrange suitable storage, failing which Welltex may either:
  - 6.3.1 effect delivery by whatever means it thinks most appropriate; or
  - 6.3.2 arrange storage at the Buyer's risk and expense pending delivery; or
  - 6.3.3 resell or otherwise dispose of the Goods without prejudice to any other rights Welltex may have against the Buyer for breach of contract or otherwise.
- 6.4 The Buyer shall indemnify Welltex against all costs, losses and expenses suffered or incurred as a result of its failure to accept immediate delivery.
- 6.5 Where the Contract provides for delivery by instalments each instalment shall constitute a separate contract and any delay, failure or defect in any one or more instalments delivered shall not entitle the Buyer to reject or cancel delivery or performance of any further instalment of the Contract or any other order from the Buyer or to repudiate the Contract.
- 6.6 The quantity of the Goods delivered under the Contract shall be recorded by Welltex or the carrier engaged by Welltex upon despatch from Welltex's premises and Welltex's record or the carrier's assignment note shall be accepted by the Buyer as conclusive evidence of the quantity delivered.
- 6.7 The Buyer shall provide to Welltex, access to such facilities, utilities and equipment as may be necessary to enable Welltex to fulfil its obligations to the Buyer
7. **EXAMINATION; CLAIMS; RETURN OF GOODS**
  - 7.1 Upon receipt of the Goods, the Buyer shall note 'unchecked' on any delivery note presented to the Buyer by any courier or carrier appointed by Welltex to deliver the Goods. The Buyer shall thereafter examine the Goods, and the Buyer shall:
    - 7.1.1 notify in writing Welltex within 24 hours of the proposed date of delivery of non-delivery or short delivery;
    - 7.1.2 notify in writing Welltex and within three working days of such delivery of any apparent damage, defect or shortage;
    - 7.1.3 notify in writing Welltex within three working days of such delivery of any goods despatched by Welltex to the Buyer in error.
  - 7.2 Notification under the above Condition 7.1 shall be first made by telephone then by notice in writing delivered by email or by first class recorded delivery mail and addressed to Welltex at Welltex's registered office.
  - 7.3 In default of notification pursuant to the provisions of this Condition 7, Welltex shall be deemed to have properly performed its obligations under the Contract.
  - 7.4 Welltex shall be under no obligation to accept the return of Goods except in accordance with Conditions 7.1.2, 7.1.3, 8 and 10.
  - 7.5 Any complaint regarding any Services provided by Welltex to the Buyer must be made in writing to Welltex within 7 days of the completion of the Services.

#### 8. WARRANTY; LIMIT OF RESPONSIBILITY

- 8.1 In respect of Goods supplied but not manufactured by Welltex, the warranties given by Welltex will be equivalent to the warranty (if any) which Welltex received from the manufacturer or supplier of such Goods but not so as to impose a liability greater than that imposed on Welltex by the warranty in Condition 8.2 and the warranties given under this Condition shall in any event apply only if the Buyer has given Welltex written notice and satisfactory proof of any relevant defect within the applicable period specified in Condition 8.2.
- 8.2 Welltex warrants that (subject to the other provisions of these Conditions) for a period of 12 months from the date of delivery, or such other period as stipulated in any quotation provided, the Goods will be free from defects in workmanship or material.
- 8.3 Welltex shall not be liable for a breach of the warranty in Condition 8.2 unless:
  - 8.3.1 The Buyer gives written notice of the defect to Welltex, and within seven days of the time when the Buyer discovers or ought to have discovered the defect and shows to the satisfaction of Welltex that the Goods are defective in workmanship or material; and
  - 8.3.2 Welltex is given a reasonable opportunity after receiving the notice of the defect to examine such Goods and the Buyer (if asked to do so by Welltex) returns such Goods to Welltex' place of business at the Buyer's cost for the examination to take place there.
- 8.4 Welltex shall not be liable for a breach of the warranty in Condition 8.2 if:
  - 8.4.1 the Buyer makes any further use of such Goods after giving such notice; or
  - 8.4.2 the defect arises because the Buyer failed to follow Welltex' oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or
  - 8.4.3 the Buyer replaces, repairs or fits parts to the Goods which were not supplied by Welltex, or without the written consent of Welltex; or
  - 8.4.4 if the Goods have been stored, handled or applied in such a way that damage is likely to occur; or
  - 8.4.5 if the Buyer shall not have paid by the due date for payment for all Goods or Services supplied whether under the Contract or under any other contract between Welltex and the Buyer; or
  - 8.4.6 in respect of any defect in the Goods arising from any free issue materials or any drawing, design or specification supplied by the Buyer; or
  - 8.4.7 in respect of any damage caused to the Goods by the Buyer; or
  - 8.4.8 in respect of any failure or negligence by the Buyer.
- 8.5 Subject as expressly provided in Conditions 8.1, 8.2 and 8.3 above and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 8.6 Subject to Conditions 8.3 and 8.4, if any of the Goods do not conform with the warranty in Condition 8.2, Welltex shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate or re-perform the Services provided that, if Welltex so requests, the Buyer shall at the Buyer's expense, return the Goods or the part of such Goods which is defective to Welltex.
- 8.7 If Welltex complies with Condition 8.6 it shall have no further liability for a breach of the warranty in Condition 8.2 in respect of such Goods.
- 8.8 Any Goods replaced will belong to the Company and any repaired or replacement Goods will be guaranteed on these terms for the unexpired portion of the 12 month period.
- 8.9 Save for liability for death or personal injury arising from Welltex's negligence and fraudulent misrepresentation for any other liabilities that cannot be excluded or limited in law Welltex's option to repair, replace, re-perform or refund as aforesaid shall constitute the full extent of Welltex's liability in respect of any loss or damage sustained by the Buyer (whether caused by any breach of the Contract or by misrepresentation (unless fraudulent) or by the negligence of Welltex, its employees or agents or arising from any other cause whatsoever) and Welltex shall not in any circumstances be liable for any damages, compensation, costs, expenses, losses or other liabilities, whether direct, indirect or consequential (including, without limitation, loss of profits) suffered by the Buyer arising therefrom.
- 8.10 The cost to Welltex of and incidental to the return by the Buyer to Welltex of any of the Goods delivered hereunder shall, except to the extent that Welltex has accepted responsibility hereunder, be the responsibility of the Buyer who shall indemnify Welltex against any such costs including, but without limitation to the generality of the foregoing, costs of transport and testing or any other cost or loss to Welltex arising therefrom.
- 8.11 Notwithstanding Condition 8.9 above, the Buyer shall, except where he is a person who suffers personal injury or death or loss or damage to property such as to give rise to a claim under consumer protection legislation, indemnify Welltex against all loss, damage, liability, legal fees and costs arising from any such claim made against Welltex under any relevant consumer protection legislation.
- 8.12 To the extent permitted in law, the maximum liability of Welltex under or in connection with the Contract shall be limited to the price of the Goods or Services.
9. **TITLE TO GOODS**
  - 9.1 Unless the Contract otherwise stipulates, risk of damage to or loss of the Goods shall pass to the Buyer at the time of delivery of the Goods in accordance with Condition 7 above or, if the Buyer wrongfully fails to take delivery of the Goods, the time when Welltex has tendered delivery of the Goods and the Goods should be insured by the Buyer accordingly.
  - 9.1.1 Notwithstanding that risk in the Goods shall pass to the Buyer in accordance with Condition 9.1, legal and beneficial ownership of the Goods shall remain with Welltex until payment in full has been received by Welltex for those Goods and for any other goods supplied by Welltex; and
  - 9.1.2 the Buyer has paid any other monies due to Welltex on any account.
  - 9.1.3 Until property in the Goods passes to the Buyer under Condition 9.2 the Buyer shall be bailee of the Goods and keep the Goods separately and readily identifiable as the property of Welltex.

- 9.2 Notwithstanding Condition 9.2, the Buyer may as principal in the ordinary course of its business sell the Goods by bona fide sale at full market value.
- 9.3 Goods shall be deemed sold or used in the order delivered to the Buyer.
- 9.4 Any resale by the Buyer of Goods in which property has not passed to the Buyer shall (as between Welltex and the Buyer only) be treated as if made by the Buyer as agent for Welltex.
- 9.5 If Goods in which property has not passed to the Buyer are mixed with or incorporated into other goods the property in those other goods shall be held on trust by the Buyer for Welltex to the full extent of the sums recoverable by Welltex under Condition 9.2.
- 9.6 At any time before property in the Goods passes to the Buyer (whether or not any payment to Welltex is then overdue or the Buyer is otherwise in breach of any obligation to Welltex), Welltex may (without prejudice to any other of its rights):
  - 9.6.1 retake possession of all or any part of the Goods and enter any premises for that purpose (or authorise others to do so) which the Buyer hereby authorises; require delivery up to it of all or any part of the Goods;
  - 9.6.2 terminate the Buyer's authority to resell or use the Goods forthwith by written notice to the Buyer which authority shall automatically terminate (without notice) upon any insolvency of the Buyer or it going into liquidation (as defined in the Insolvency Act 1986) or it having a receiver appointed or calling a meeting of its creditors or any execution or distress being levied on Goods in its possession.
10. **RECALL**
  - 10.1 Welltex may at any time and in its absolute discretion request, either orally or in writing, the recall of any Goods supplied to you ("Recall"). Where such a request is made orally, it shall be confirmed by Welltex in writing.
  - 10.2 The reasonable cost of collection of any Goods subject to Recall shall be borne by Welltex and the Buyer shall render all reasonable assistance in the arrangements for collection and return of such Goods.
  - 10.3 If the Goods cannot be replaced within a reasonable period, Welltex shall issue to the Buyer a credit note for the price then current of the Goods subject to Recall.
11. **TERMINATION**

If the Buyer enters into a deed of arrangement or commits an act of bankruptcy or compounds with his creditors or if a receiving order is made against him or (being a company) it shall pass a resolution or the Court shall make an order that the Buyer shall be wound up (otherwise than for the purposes of amalgamation or reconstruction) or if a receiver (including an administrative receiver) shall be appointed of any of the assets or undertaking of the Buyer or if the Buyer suffers the appointment or the presentation of a petition for the appointment of an administrator or if circumstances shall arise which entitle the Court or a creditor to appoint a receiver (including an administrative receiver) or a manager or which entitle the Court to make a winding-up order or if the Buyer takes or suffers any similar action in consequence of debt or if the financial responsibility of the Buyer shall, in the opinion of Welltex, become impaired or if the Buyer shall commit any breach of any part of the contract Welltex may without prejudice to its rights and remedies under these conditions stop all Goods in transit and suspend further deliveries and by notice to the Buyer may terminate the contract immediately.
12. **DATA PROTECTION**
  - 12.1 Each party agrees to comply with its obligations under the General Data Processing Regulation (GDPR) and Data Protection Act 2018 (and all other applicable statutes, directives, or regulations which may supplement, amend, or replace same and relate to data privacy) in respect of any Personal Data which it supplies or receives under, or in connection with, this Agreement in its role as either Data Controller or Data Processor. Where a party is Data Controller it will ensure that it has obtained from all relevant Employees all consents which may be necessary in order for it, or the Data Processor, to lawfully process Personal Data about those Employees for the purposes of delivering the Services and Products.
  - 12.2 Each party warrants that it will take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and the accidental loss or destruction of, or damage to, Personal Data.
13. **FORCE MAJEURE**
  - 13.1 Insofar as the performance of the Contract by Welltex may be affected by any strike, any lack of available shipping or transport or materials, any restriction regulation or decree by any local or municipal authority or government department or by any cause beyond Welltex' reasonable control (which shall be construed without reference to the preceding causes) Welltex may elect, at its absolute discretion, either to terminate the Contract or to proceed to perform or continue performance under the Contract within a reasonable time after the termination of such events or circumstances.
  - 13.2 In the event that Welltex makes an election under Condition 13.1 the Buyer shall accept the Goods or such part of them as are delivered to it notwithstanding any delay.
14. **INTELLECTUAL PROPERTY**

The Buyer shall indemnify Welltex against all actions, costs (including the cost of defending any legal proceedings), claims, proceedings, accounts and damages in respect of any infringement or alleged infringement of any patent, registered design, unregistered design, design right, copyright, trademark or other industrial or intellectual property rights resulting from compliance by Welltex with the Buyer's instructions, whether express or implied.
15. **ASSIGNMENT AND SUBCONTRACTING**
  - 15.1 None of the rights or obligations of the Buyer under the Contract may be assigned or transferred in whole or in part without the prior written consent of Welltex.
  - 15.2 Welltex shall be entitled to subcontract any work relating to the Contract without obtaining the consent of, or giving notice to, the Buyer.
  - 15.3 Welltex shall be entitled to assign its rights under this agreement provided that it gives prior written notice of this to the Buyer.
16. **HEALTH AND SAFETY**

The Buyer agrees to pay due regard to any information or any revised information whenever supplied by Welltex (and is deemed to have been given adequate information and to have read and understood it) relating to the use for which the Goods are designed or have been tested or concerning conditions necessary to ensure that they will be safe and without risk to health at all times when they are being set, used, cleaned or maintained by any person at work or when they are being dismantled or disposed of, and the Buyer undertakes to take such steps as may be specified by the above information to ensure that as far as reasonably practicable the Goods will be safe and without risk to health at all times as mentioned above. For these purposes the Buyer is deemed to have been given a reasonable opportunity to test and examine the Goods before delivery.
17. **NOTICES**
  - 17.1 Any notice or other communication to be given under these conditions must be in writing and may be delivered or sent by pre-paid first-class letter post.
  - 17.2 Any notice or document shall be deemed served, if delivered, at the time of delivery 48 hours after posting.
18. **INVALIDITY**

The invalidity, illegality or unenforceability of any provision of these Conditions in whole or in part shall not prejudice the effectiveness of the rest of these Conditions or the remainder of any part of a Condition affected.
19. **WAIVER**

No waiver by Welltex of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
20. **THIRD PARTY RIGHTS**

A person who is not party to this agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
21. **LAW AND JURISDICTION**

The Contract (and any proceedings whereby one party might be entitled to join the other as a third party) shall be governed by and construed in all respects in accordance with English law and the parties hereby submit to the non-exclusive jurisdiction of the English courts.



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