

Vision Hampshire Ltd

TERMS AND CONDITIONS OF SALE

All orders are accepted subject to our Standard Conditions of Sale reproduced below, which apply to and govern all quotations, sales, supplies and deliveries of goods and services, (hereinafter called Products), by Vision Hampshire Ltd (hereinafter called the Company) to representatives of any individual Firm, Company or other person (hereinafter called the Buyer), to the exclusion of all and any standard terms of the Buyer and of all or any other conditions, warranties or terms otherwise implied or expressed.

The giving of an order by the Buyer to the Company for any Product shall constitute an unqualified acceptance by the Buyer that if the Company accepts the order, the sale, supply or delivery of such Products by the Company will be governed solely by these Conditions of Sale. There will be no variation to these Conditions of Sale and any oral stipulations or representations shall not be binding on the Company, unless expressly agreed to in writing and signed by a Director of the Company on its behalf.

PRICES

Except as otherwise expressly stated and contracted, the Company reserves the right to vary prices at any time. Stated prices are exclusive of Value Added Tax.

Prices quoted, unless otherwise specified, include the costs of freight carriage, packing or insurance up to 50 miles from the Company's head office address; deliveries of Products beyond 50 miles will be quoted as an extra charge.

DELIVERY

The Company shall make all reasonable efforts to meet quoted delivery dates and we shall not be liable for late or incorrectly delivered Products, howsoever caused. We reserve the right to delivery by instalments. The Buyer shall inspect all Products on delivery.

The Company will only accept claims for non-delivery, damaged Products or shortages, if the Buyer takes the following actions:

- i) Endorses carrier's note appropriately.
- ii) Advises the Company of the problem within 24 hours of delivery by telephone or e-mail.
- iii) Sends all particulars of the claim to the Company in writing within three days of delivery.

The Buyer shall be bound to pay for all Products, notwithstanding any alleged non-delivery or shortage of Products if the foregoing conditions have not been complied with.

FORCE MAJEURE

The Company shall not be liable for any loss or damage caused by its non-performance of any of its obligations hereunder, where the same is occasioned by any cause whatsoever that is beyond the Company's control.

TITLE AND RISK

a) The risk in the Products passes to the Buyer upon delivery but title to the Products remains vested in the Company and shall only pass from the Company to the Buyer upon full payment of the agreed price being made by the Buyer.

b) The Buyer's power of sale or use automatically ceases and full title of all unpaid for Products reverts to the Company if a receiver is appointed over any of the assets or the undertaking of the Buyer or if a Winding up Order is made against the Buyer or the Buyer goes into liquidation or calls a meeting or makes any arrangements or composition with creditors or commits any act or bankruptcy or allows execution to be levied against it or its goods.

WARRANTY

The Company warrants that the Products shall at the time of delivery correspond to the published specifications when used for the purpose for which Products of that type are normally used. The Company may request an inspection of the environment (Site Survey) where the Products will be installed prior to delivery and make recommendations on suitability of the site for use of their Products. The Company may also request a periodic inspection of the site with testing certification from either the ECA or NICEIC, if these inspections find that the environment does not comply with the standards above the Product warranty will be withdrawn.

If any of the Products are proved to be defective, the Company's entire liability hereunder shall be strictly limited to

- a) Replacement of Products which are proved to the Company's satisfaction to be defective or
- b) Bringing the Products into conformity within the published specifications of the Company or
- c) Take back the Products found not to conform to the warranty and refund that element of the purchase price.

The liability of the Company under the foregoing is conditional upon:

- a) The Buyer conforming to the Delivery Conditions and Site Survey recommendations if made.
- b) The Buyer shall advise the Company immediately by telephone of the alleged defect.
- c) The Buyer giving written notice within three days with details of the alleged defect.
- d) The Buyer affording the Company reasonable opportunity to inspect the Products, their application and site conditions
- e) The Buyer making no further use of the Products that are alleged to be defective after the time at which the Buyer discovered the alleged defect

The Company shall be under no liability for any direct or consequential loss or damage howsoever arising, which may be suffered by the Buyer by reason of any defect in or failure to perform on the part of the Product.

The liability of the Company under this Contract shall be limited to any defects which appear in the course of normal usage and application, during the period of 12 months from the date of delivery to the Buyer.

Products are intended for use in the UK and we make no warranties that the Products are suitable for use outside the UK, or comply with any laws, regulations or standards of any jurisdiction outside the UK.

PAYMENT

Unless the Company otherwise agrees or the sale is a cash on delivery sale or by irrevocable letter of credit, payment is due within 30 days of invoice.

If the Buyer fails to make payment in full in accordance with the terms set out herein, the Company reserves the right to cancel or suspend any further delivery or supply of Products and to make an additional charge of interest accruing on the amount outstanding at the rate of 1.5% per month.

CANCELLATION OF ORDERS

Orders for Products may not be cancelled or suspended without the Company's prior written consent. Any cancellation or suspension of an order which the Company does agree to shall be on condition that the Buyer shall indemnify the Company against any loss incurred wholly or in part by the cancellation or suspension.

GOVERNING LAW

This Agreement will be governed by and construed in accordance with English Law. The Buyer irrevocably submits in respect of all matters and disputes arising out of this Agreement to the exclusive jurisdiction of the English Courts.

ASSIGNMENT

This Contract is personal to the Buyer and may only be assigned with the written consent of the Company