

VISION ENGINEERING LIMITED
TERMS AND CONDITIONS OF SALE, REPAIR AND ALTERATION

1. SCOPE

No variation of these Conditions shall be effective unless made in writing and signed by an authorised office or employee of Vision Engineering Limited ("the Company"); at the request of the Customer the Company will verify whether any named individual has the requisite authority.

2. QUOTATIONS

All quotations made and all orders or contracts accepted by salesmen and agents of the Company are subject to confirmation by the Company's Head Office. No contracts shall come into existence until the Customer's order has been accepted in writing by the Company and all acceptances will be subject to the availability of materials.

3. GUARANTEE

- (1) The Company agrees that if there is any defect in any goods supplied covered by Clause 3(2) below during the period twelve months commencing with the date of invoice the Company will either repair the goods at its own expense or if it decides to replace them or if a defect is a failure of any material or component shall repair or replace that material or component.
- (2) This guarantee covers defects caused by faulty design, manufacture, materials or workmanship. It does not cover defect caused by abnormal use misuse or neglect or defects which the Customer has not informed the Company of in writing within fourteen days of discovering the defect or where the ownership of goods is otherwise than by the Customer.
- (3) Goods must not be returned to the Company without written permission. If goods are being returned the Customer will be responsible for all freight costs and shall bear the risk of accidental loss or damage.

4. PRICE AND TERMS OF PAYMENT

- (1) All prices quoted by the Company are ex-works, unless otherwise stated, and are exclusive of Value Added Tax. The price includes the Company's usual packing. If special packing is required by the Customer then an extra charge will be made.
- (2) The Company reserves the right to vary any contract price at any time to take account of any increase in the cost price of the goods taking effect before dispatch by the Company or typographical or clerical errors made at any time or extra components ordered and not specified in the quotation and at the Customer's request any alterations additions or any other work undertaken.
- (3) Two trade references and a bankers reference must be submitted before a normal trading account can be opened. In the absence of any concession to the contrary by the Company from time to time (whether as to credit and/or discount) accounts are due and payable in full 30 days from the date of the invoice (the Due Date) in respect thereof and time for payment shall be of the essence.
- (4) If the contractor fails to pay to the Company any amount on the due date:
 - (i) the Company shall have the right to cancel any contract made with the Customer and/or to suspend or continue delivery of goods at the Company's option without prejudice to the Company's right to recover damages for any loss sustained by it.
 - (ii) the outstanding sum shall carry interest at the rate of 2 per cent per month from the due date before and after judgement.
 - (iii) the whole of the balance of the price then outstanding shall become due and payable forthwith.
 - (iv) the Company reserves the right to make a storage charge for all goods belonging to the Customer on Company property at its rates current from time to time, in addition to all other rights which it may have in respect of the default in payment.
 - (v) the Company may repossess any goods in respect of which payment is overdue and thereafter resell the same, and for this purpose the Customer hereby grants an irrevocable right and same, to the Company and its servants and agents to enter upon all or any of its premises with or without vehicles during normal business hours: this right shall continue to subsist notwithstanding the termination of the contracts for any reason and is without prejudice to any other rights of the Company.
 - (vi) the Company may without prejudice to any of its other rights stop any goods in transit.
 - (vii) the Company shall have a general lien on all goods and property belonging to the Customer and such lien shall be exercisable in respect of all sums lawfully due from the Customer to the Company; the Company shall be entitled on the expiration of fourteen day's notice to dispose of such goods or property in such manner and at such price as it thinks fit and to apply the proceeds towards such debt.

5. RETENTION OF TITLE

It is a Condition of the Contract that until payment for the goods has been received in full ownership of the goods to be delivered by the Company to the Customer shall remain vested in the Company, the Company shall be entitled to obtain possession of the goods, the Customer shall hold the goods as bailee in fiduciary capacity for the Company and keep the goods in good repair and condition and shall hold them separately from any other assets.

6. RISK

- (1) The insurable risk in the goods shall pass to the Customer as soon as the goods are delivered to him or to his order and pending disposal the Customer shall keep the goods insured in the amount of the price at which the goods are sold to the Customer against all insurable risks.
- (2) Any items received by the Company from a Customer is held at the Customer's risk and the Customer shall keep any such items insured to their full value.

6. LIABILITY

- (1) The Company shall have no liability whatsoever (howsoever arising) in relation to any loss suffered by the Customer or any third party arising from the supply repair or alteration of the goods (howsoever caused). Except in the event of the Company being shown to have been negligent in the supply of goods its liability for death or personal injury of any person caused by such negligence shall be unlimited and
- (2) The employees of the Company are not authorized to make oral representations as to the description, quality or fitness for any particular purpose of any goods. If representation is made of an opinion expressed orally which materially affects the Customer's decision to place an order for delivery the Customer should ensure that such details be confirmed in writing by a duly authorised officer or employee of the Company so as to form a part of the contract: no liability can otherwise be accepted.
- (3) The Company shall not be liable to the Customer:
 - (1) for shortage in quantity delivered or (where the goods are carried by the Company's own transport or by carrier on behalf of the Company) damage to or loss of the goods or any part thereof in transit unless such shortage, damage or loss is noted on the Company's copy of the delivery note and full details of such shortage, damage or loss are provided to the Company in writing within three working days of delivery or (if the delivery note is marked ("unexamined") a claim is made within seven working days of delivery. Any claim for non delivery must be made immediately in writing.

8. USE

- (1) The Customer warrants that if possession of the Goods shall pass to any other person the Customer will supply that other person with full and proper instructions for the safe use of the Goods and bring those instructions to the attention of that other person and the Customer shall indemnify the Company against any claim made by any person against the Company in respect of the Goods after they have been delivered.
- (2) The Customer warrants that it will use the Goods in a proper and safe manner and in accordance with any instructions given by the Company.
- (3) The Customer warrants that it shall not modify the Goods in any way without the prior written consent of the Company.

9. DELIVERY

- (1) Delivery shall be at the delivery address specified in the quotation or order acknowledgement or in the absence of any such address at the Company's premises.
- (2) Delivery dates mentioned in any quotation, order acknowledgement or elsewhere are approximate only and not of any contractual effect. Time is not to be of the essence for delivery. The Company shall not have any liability for loss or damage (including loss of profit and consequential loss) to the Customer in respect of any failure to deliver on any particular date or dates.

10. FORCE MAJEURE

- (1) Deliveries may be wholly or partially suspended and the time of such suspension added to the original contract in the event of a stoppage, delay or interruption of work in the establishment of either the Company or the Customer during the delivery period as a result of strikes, lock-outs, trade disputes, breakdown, accident or any cause whatsoever beyond the control of the Company.
- (2) In the event of an occurrence as is mentioned above the Company shall have the option of its absolute discretion of canceling all or any deliveries under the contract and there shall be no liability whatsoever on the Company as a result of such cancellation.

11. CANCELLATION AND TERMINATION

Orders accepted by the Company can be cancelled only with the written consent of Company, such consent to be in the Company's absolute discretion and then only of payment of reasonable cancellation charges which shall include expenses already incurred and account of commitments made by the Company together with a sum twenty per cent of the contract price.

12. FOREIGN ELEMENT

- (1) These conditions shall be governed by and construed in all respects in accordance with English Law.
- (2) All orders accepted by the Company and any dispute or litigation arising therefrom shall be governed by English Law and be subject exclusively to the jurisdiction of the English Courts.

13. NOTICES

Notices may be given by either party by letter sent by fax transmission or by first class post and addressed to the other party at its principal place of business or last known address or (in the case of a company) at its registered office and any such notice sent by post shall be deemed to have been received forty-eight hours after the letter containing the notice has been properly addressed, stamped and put in the post.