

Vistamatic Limited Terms & Conditions of Sale

- 1 Vistamatic Ltd ("the Seller") conducts business only upon and subject to the terms and conditions printed below, which shall be deemed to be incorporated in an order received or accepted, to the exclusion of all other terms, except those specifically accepted by the Seller in writing.
- 2 Any date named by the Seller for despatch or delivery is given and intended as an estimate only and is not to be of the essence of the contract. The Buyer shall nevertheless be bound to accept the goods ordered whether available on or after the date stated. The Seller shall not be liable in any way in respect of the late despatch, or delivery however caused nor shall such failure to despatch be deemed to be a breach of the contract. Where drawings, specifications, instructions and materials are to be supplied by the Buyer, the Buyer shall supply the same in reasonable time to enable the Seller to despatch within the period named. Unless otherwise stated, goods may be sent carriage forward by road, or by other means at the Seller's discretion.
- 3 (i) Risk shall pass to the Buyer when the goods or the relevant part thereof leave the premises of the Seller for delivery to the Buyer notwithstanding that the Seller may arrange for delivery.

(ii) Title in the goods shall pass to the Buyer when payment in full has been made under the Contract and the Buyer shall permit the servants or agents of the Seller to enter on to the Buyer's premises and re-possess the goods at any time prior thereto.

(iii) The Buyer shall only be at liberty to re-sell the goods purchased from the Seller prior to the passing of title on the understanding that if it does re-sell the goods then it will hold on trust for the Seller so much of the proceeds of sale received by it under contracts which include any of the goods hereby sold either in their original or altered state as are necessary to discharge payment in full to the Seller.
4. Whether or not the Seller arranges delivery the Seller is in no way responsible for delivery of the goods and is in no way liable for claims for loss or damage in transit, which must be made by the Buyer against the Carrier in accordance with the Carrier's Conditions.
5. (i) The Buyer shall be solely responsible for the accuracy of all drawings advice and recommendations given to the Seller either directly or indirectly by the Buyer or by the Buyer's own advisors or consultants. Examination or consideration by the Seller of such drawings advice or recommendations shall in no way limit the Buyer's responsibility hereunder.

- (ii) The Buyer shall indemnify the Seller from and against all actions, claims, costs and proceedings which arise due to the manufacture of components to the drawings and specifications of the Buyer where such drawings and specifications shall be at fault or where it is alleged that they involve an infringement of a patent, registered design, copyright or other exclusive right.
6. Unless otherwise stated orders are accepted only on condition that goods will be invoiced at the price ruling at the date of despatch. The Seller reserves the right to alter prices without notice to cover variations in the cost of raw materials, labour etc. or through the Buyer's change of design, or for any other reason. If variation in price occurs during the currency of the order, the price of the undespached portion of the order outstanding at the date of such variation in price shall be adjusted accordingly. Firm quotations hold good for the period stated.
7. (i) Subject as expressly provided in these conditions, all warranties, conditions or other terms implied by statute or common law are expressly excluded to the extent permissible by law.
- (ii) The Seller shall not be liable for loss of profit, damaged plant, or for any expenditure incurred on goods supplied or consequential or special loss or damage sustained by the Buyer in any circumstances whatsoever.
- (iii) Save where the Seller is shown to have failed to exercise reasonable care in the manufacture and supply of the goods, the Seller shall not be liable in any circumstances in respect of death or personal injury arising directly or indirectly from the supply or manufacture of the goods.
8. Goods represented by the Buyer to be defective or not to conform to contract which are returned to and accepted by the Seller as such, will be replaced as originally ordered if required and practicable, or will be credited, but shall not form the subject of any claim for work done by the Buyer, transport costs, consequential damages or expenses, loss of profit on or any claim arising through re-sale or any other loss, damage or expense whatsoever or howsoever incurred. The Company will accept no liability for shortages of, or loss of, or damage to goods unless same is detailed and endorsed on the delivery receipt and written advice sent to the company to arrive within 5 days, quoting delivery receipt number.
9. The Seller may, at its discretion, make instalment deliveries, each delivery constituting as regards payment, a separate order.
10. The Seller reserves the right to effect design changes as technical developments may require without prior notice.

11. All prices quoted are exclusive of Value Added Tax
12. Orders are accepted and goods supplied on the undertaking by the Buyer that all accounts are due and payable on the date of delivery or collection unless otherwise agreed with the Company in writing.
13. All prices are quoted in Pounds (£) Sterling.
14. The validity, construction and performance of these Conditions shall be governed by English Law and shall be subject to the jurisdiction of the High Court in England.
15. The property in the goods specified in the first part of this agreement shall not pass to the customer until the whole of the purchase price has been received by the Company.
16. The Company shall be entitled to cancel the contract or reduce the quantity of goods to be provided if it is prevented from providing the goods through any circumstances beyond its reasonable control including (but not limited to) industrial action, war, fire or prohibition or enactment of any kind, and will not be liable for any loss or damage incurred whatsoever arising there from.