

VISION TECHNIQUES GROUP UK LTD
TERMS AND CONDITIONS OF SALE AND SUPPLY

VISION TECHNIQUES UK LIMITED (hereinafter called the Company) sells and purchases goods and provides its services in accordance with the following terms and conditions, which shall apply to every transaction with third parties unless they are varied in writing by a Director of the Company.

1.0 GENERAL

- 1.1 Unless otherwise stated by the Company upon the face of any quotation or acceptance of order, these terms and conditions shall be incorporated into any contract made between the Company and any person, firm or company with whom it contracts, and shall prevail in case of any inconsistency between any other terms or conditions in any contract.
- 1.2 All purchase orders and acceptance of quotations made to the Company shall be deemed to incorporate these terms and conditions to the exclusion of any conflicting terms and conditions submitted by any person, firm or company with whom the Company ultimately contracts.
- 1.3 There shall be no variation from these Terms and Conditions unless separately stated in writing by the Company prior to formation of any contract.
- 1.4 Any order or invitation to treat or acceptance from a client which incorporates any term or condition in conflict with these Terms and Conditions or which extends the liability of the Company from these Terms and Conditions shall not be incorporated into any contract with the Company, unless expressly done in writing by a Director of the Company prior to formation of any contract.
- 1.5 All descriptions of Goods in catalogues, brochures and price lists provided by the Company are intended to be illustrative only and do not form part of the Contract. All typographical, clerical or other error or omission in these documents will be subject to correction without any liability on the part of the Company. The Company will not be responsible for any loss or damage resulting from reliance on such documentation.

2.0 DEFINITIONS

Within these Terms and Conditions the following expressions shall have the following meanings.

- 2.1 'The Client' shall mean the person, firm or company who has requested the Company to provide Goods or Services or with whom the Company contracts for the provision for Goods or Services.
- 2.2 'Goods' shall mean the articles, which the Company agrees to sell to or buy from the Client.

2.3 The 'Company' shall mean Vision Techniques Limited.

2.4 'Conditions' means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by a Director of the Company.

3.0 GUARANTEE

3.1 All goods supplied by the Company are carefully examined and tested before leaving its works. The Company, therefore, gives the following guarantee which supersedes any conditions or warranty implied by statute, common law or otherwise:

If, within twelve months from the date of commissioning installation of its Goods, any defect or fault is discovered in any instrument of its manufacture, due, in its sole opinion, to faulty material or sub-standard workmanship, it undertakes to make good the defect, at its discretion, by repair or replacement, without charge PROVIDED that notice is given to it immediately on discovery of any defect and that the defective instrument or parts thereof are forwarded to it, carriage paid and suitably packed.

3.2 The guarantee does not apply to defects caused by ordinary wear and tear, misuse, neglect, or by circumstances over which the Company has no control.

3.3 The Company's responsibility in all cases is limited to the cost of making good such defects in its workshops.

3.4 All Goods supplied under these conditions, which are not installed by the Company, shall, upon their installation by the Client or by the ultimate user, be tested to ensure that they are installed correctly and in working order. The Company shall not be liable for any defects or damage arising out of incorrect installation or bad workmanship.

3.5 It is a condition of this Guarantee that the equipment shall be serviced in accordance with the manufacturers/companies recommendation.

4.0 QUALITY

4.1 The quality and description of the Goods shall be set out in the Company's specification.

4.2 The Company may from time to time make changes in the specification of the Goods which are required to comply with any applicable safety or statutory requirements or which do not materially effect the quality or fitness for purpose of the Goods.

- 4.3 Any contractual description of the Goods by the Company relates to the identity of the Goods but only if it relates to a central characteristic of the Goods or to a substantial ingredient in their identity.

5.0 LIABILITY

- 5.1 The Company shall not be liable for any losses including economic or consequential loss howsoever arising from the supply of Goods by the Company.

6.0 CARRIAGE AND PACKING

- 6.1 Carriage and Packing will be charged on all supplies by the Company on all orders and will be subject to annual review.
- 6.2 All orders will normally be consigned by road or rail carriage paid at Goods rates for a three day delivery.
- 6.3 When Goods are despatched by special carrier at the clients request any additional cost of carriage incurred will be charged on the invoice.
- 6.4 The Company shall replace free of charge any Goods lost or damaged in transit provided both the carrier and the Company are advised in writing (otherwise than upon carriers documents) within seven days of issue of advice note or invoice in case on non-delivery or within three days of delivery in case of damaged Goods.

7.0 ACCEPTANCE OF THE GOODS

- 7.1 The Client shall be deemed to have accepted the Goods 12 hours after delivery to the Client.
- 7.2 After acceptance the Client shall not be entitled to reject Goods that are not in accordance with the Contract.

8.0 RISK

- 8.1 Risk shall pass on delivery of the Goods.
- 8.2 Any dates quoted for delivery of the Goods, or commencement or performance of the service, are approximate only and the Company will not be liable for any loss or damage suffered by the Buyer caused by any reasonable or unavoidable delay.

9.0 OWNERSHIP OF GOODS

- 9.1 Even if the goods have been delivered and risk in the goods has transferred to the buyer, ownership of the goods will not pass to the Buyer until the Company has received in cash or cleared funds payment in full of the price.

- 9.2 Until such time as ownership of the goods passes to the buyer, the buyer will hold the goods on behalf of the Company and will keep the goods properly stored, protected and insured as the Company's property.
- 9.3 Until such time as the ownership of the goods passes to the Buyer, the Company will be entitled at any time to require the Buyer to return the goods to the Company.

10.0 PRICES

- 10.1 The Company's prices for sales are subject to change; the actual price to be paid for the Goods will be as the current list price ruling at the time of despatch.
- 10.2 All prices are exclusive of Value Added Tax, and are strictly nett, that is, no further discount is applicable.

11.0 CREDIT

- 11.1 Any Client order is accepted subject to the Client's credit being approved by the Company.
- 11.2 The Company may in its absolute discretion at any time prior to delivery require payment of the price in whole or in part before making delivery to the Client.
- 11.3 The Company shall only deliver Goods and services to the Client after the Company has received satisfactory credit approval or pro-forma payment has been received.

12.0 PAYMENT

- 12.1 Unless otherwise stated in writing by the Company, payment is due to the Company for any Goods or Services supplied, thirty days from the date of invoice.
- 12.2 Interest on overdue invoices shall accrue from the date of when payment becomes due from day to day until the date of payment at a rate of 4% above the Royal Bank of Scotland Plc's base rate from time to time in force and shall accrue at such a rate after as well as before any Judgement.
- 12.3 At the discretion of and upon request by the Company, the Client shall pay the amount requested by the Company on pro-forma invoice prior to the issue of Goods to the Client.
- 12.4 Where the Company is engaged to carry out works or services over a period exceeding four weeks, it shall issue applications for payment to the Client at periodic intervals which shall fall due for payment thirty days from the date of the application. Upon payment by the Client against such application, the Company shall issue receipted Value Added Tax invoice.

12.5 Where the Goods/Services are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

13.0 SUSPENSION OR CANCELLATION OF DELIVERY

13.1 The Company reserves the right to suspend, delay or cancel the delivery of some or all the Goods, or require advance payment for them if the Client is or reasonably appears unable to pay its debts, and in those circumstances the Company shall also retain any other rights it has against the Client.

13.2 The Company shall be entitled to postpone any delivery until the Company, in accordance with Clause 12.1 of these conditions, has received full payment.

13.3 The company reserves the right to suspend or cancel the delivery of Goods or supply of services without notice if the Client fails to make any payment as and when due to the Company.

13.4 Any and all guarantee arrangements shall immediately become invalid should there be any breach of the conditions contained herein.

13.5 Should the Client as a result of actions set out in Clauses 12.1 to 12.4 incur penalties or damages through any subsequent third party arrangements or agreements, the Company shall not be held responsible or liable nor shall the Company accept any charges resulting from any such penalties or damages.

14.0 INABILITY TO SUPPLY

14.1 Should the Company not be able to perform the services ordered for reasons beyond its control (including failure by the Client to supply delivery or other instructions) or on account of industrial disputes or, in the case of stock items, on account of stock being exhausted, the Company reserves the right to cancel any order subsequent to acknowledgement of it upon giving the Client reasonable notice and the Company shall not then be liable for any loss thereby caused.

15.0 FITNESS FOR PURPOSE

15.1 The Client must satisfy itself that the Goods supplied are fit for its purpose, as this is not guaranteed by the Company, and all warranties express or implied are hereby excluded.

16.0 DELAY IN DELIVERY

16.1 The Company shall not be liable for any loss or damage whatever due to failure by the Company to deliver the Goods promptly or at all.

16.2 Notwithstanding that the Company may have delayed or failed to deliver the Goods promptly the Client shall be bound to accept delivery and to pay for Goods in full, provided that delivery shall be tended at any time within six months of the delivery date.

16.3 Time shall not be deemed to be of the essence of the Contract, and no liability will be accepted by the Company for any loss, including economic or consequential losses or damages arising from the delay in delivery or failure to supply or deliver by a quoted date.

17.0 DELIVERY

17.1 Delivery of Goods shall be made to the address stated within the Purchase Order and the point of delivery shall be nearest suitable and reasonable off load point for any heavy goods vehicle.

18.0 INSPECTION

18.1 Although there would normally be permission for the Client's representative to visit the Company, such permission is not automatic.

19.0 STATUTORY REQUIREMENTS AND INTELLECTUAL PROPERTY

19.1 Whilst every effort is made to meet known statutory requirements and not to infringe any patents or trade marks belonging to any third parties, the Company cannot warrant that the design, construction and quality of Goods to be supplied comply with all relevant requirements of any statute, statutory rule or order, or other instrument having the force of law which may be in force at the time of supply and further that the sale or use of the Goods by the client would not infringe any patent, trade mark, trade name or registered design.

19.2 The Company has developed and is the beneficial owner of the intellectual property rights in all software programmes that are incorporated in its Goods. No part of these programmes may be copied, reproduced, modified or adopted by any user without the company express licence in writing.

20.0 CONDITIONS OF CLIENT'S ORDERS

20.1 The Company shall only accept the Client's order subject to the terms and conditions contained herein.

20.2 The Goods and/or services described within the Company's quotation shall only be accepted on a Client's purchase order and shall not be subject to any sub contract order or terms or conditions thereof, or any other terms or conditions offered by the Client unless separately agreed in writing by a Director of the Company.

21.0 DESIGN

- 21.1 Any design undertaken by the Company, which is associated with the Goods, is based upon information and details provided by the Client, and is carried out in good faith.
- 21.2 Details of documentation and details provided by the Client upon which any design is based are set out in the Company's quotation.
- 21.3 In the event of the Client failing to provide the Company with all details necessary to provide an accurate design, the Company shall incur no responsibility or penalty for any failure associated with or arising from any design produced nor shall the Company be liable for any damages arising whether in contract or tort.
- 21.4 The Company shall not incur any liability for non-conformance, or non-compliance in the event that the performance of the Goods is affected by circumstances not made known to the company at the time of issuing any design.

22.0 INSTALLATION

- 22.1 The time required to enable the Company to provide its Goods and services to the Client is set out with the Company's quotation, and shall not be subject to change, unless specifically agreed in writing by the Company.
- 22.2 Any additional works required by the Client must be instructed to the Company in writing at a cost to be agreed in writing, such additional works shall be fully chargeable by the Company and the Client shall pay such additional costs in accordance with Clause 12.
- 22.3 In the event that the Client fails to instruct the Company in accordance with condition 22.1 and 22.2 above, then the Company shall incur no responsibility for penalties or damages howsoever arising in consequence of such additional works either not being undertaken or their not being undertaken at any particular time.
- 22.4 The Client shall be responsible for providing the Company with unimpeded access to any premises where the Goods are to be delivered or provided with all services available to the Company to enable it to discharge its responsibilities effectively and on time.

23.0 THIRD PARTY

- 23.1 The Company shall not be responsible for, nor shall they accept any penalties, costs, or damages, as a result of any undertakings from a third party.
- 23.2 The Company shall not accept or be required to accept any undertakings or conditions offered to the Client by or from any third party.

24.0 SET OFF

24.1 The Client shall not be entitled to set off any amounts due to the Company against any one contract made between the Client and the Company.

25.0 HEADINGS

25.1 The headings in these conditions are for guidance only and shall not be used in any way in the interpretation of their meanings.

26.0 PROPER LAW

26.1 These conditions and any contract of which they form part shall be governed and construed in accordance with English Law and the Client and the Company submit to the non exclusive jurisdiction of the English Courts.

27.0 ERRORS - OMISSIONS

27.1 In the event that any quotation by the Company is found to contain an error or omission then the Company reserves the right to amend the same and shall be entitled to reimbursement in consequence thereof.

