

VISIONGLOBAL LTD

TERMS AND CONDITIONS

1. INTERPRETATION

- 1.1 'Buyer' means the person whose order is accepted by the Seller or the person who accepts a quotation from the Seller,
- 1.2 'Conditions' means the Terms and Conditions set out in this document and any special Terms agreed in writing by the Seller.
- 1.3 'Goods' means the products supplied by the Seller to the Buyer.
- 1.4 'Seller' means **Visionglobal Ltd, 3 Longworth House, 9 Woodhayes Road WIMBLEDON London SW19 4RG**

2. CONDITIONS APPLICABLE

- 2.1 These Conditions shall represent the entire agreement between the Seller and the Buyer to the exclusion of all other purported Terms and Conditions which the Buyer may seek to impose upon the Seller whether on its documentation or otherwise.
- 2.2 Acceptance of the delivery of the goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.

3. PRICE

- 3.1 The price of the Goods shall be the price ruling at the date of dispatch. All prices quoted are exclusive of VAT.
- 3.2 Prices are correct at the time of printing but are subject to alteration without notice.

4. PAYMENT

- 4.1 Payment of all accounts must be received within 30 days from the date of the invoice (where terms have been agreed).
- 4.2 **Cheques to be made to Visionglobal Ltd. B.A.C.S. payments should be made to a/c no: 60035564 sort code: 20-65-82 at Barclays Bank Plc, 50 Pall Mall, London SW1A 1QD**

5. GOODS

- 5.1 Details of dimensions and volumes given in any Visionglobal literature or brochures are approximate; descriptions of colours are for guidance only. Colours may be subject to natural variation.
- 5.2 Any advice given by the Seller, or any recommendations made, is in good faith and to the best of the Seller's knowledge as to the accuracy thereof, but without legal responsibility. The Buyer must satisfy himself as to the suitability of any product purchased for its intended or actual use, and as to all aspects of health and safety and upon ordering the Buyer shall be deemed to have done so.

6. DELIVERY

- 6.1 The Seller shall be entitled to withhold delivery of any order if any moneys due to the Seller are outstanding.
- 6.2 The Seller shall not be liable for any consequential loss arising from non delivery or late delivery of any Goods ordered by the Buyer, nor for any damage, injury or loss, however arising, connected with the use of any Goods supplied by the Seller

7. ACCEPTANCE OF THE GOODS

- 7.1 The Buyer shall inspect the Goods on delivery and shall for the United Kingdom within 3 working days of delivery and for overseas customers within 7 working days of delivery, notify the Seller of any shortages, damage or failure to comply with the specifications of the order. In the event of a complaint the Buyer shall afford the Seller an opportunity to inspect the Goods within a reasonable time following delivery and before any use is made of them. If the Buyer fails to comply with these provisions the Goods shall be conclusively presumed to in accordance with the order and free from any default, defect or damage which would be apparent on examination of the Goods and the Buyer shall be deemed to have accepted the Goods.
- 7.2 If the Goods have been ordered by the Buyer to a particular specification of the Buyer's then the Buyer shall be responsible for the specification and shall not be entitled to reject the Goods unless the same are damaged or do not comply with the Buyer's specification.

8. TITLE AND RISK

- 8.1 The Goods shall be at the Buyer's risk from receipt at the delivery address.
- 8.2 Notwithstanding delivery and the passing of risk in the Goods, or any provision of these Conditions, the property in the goods shall not pass from the Seller until, the buyer shall have paid the price of the goods including VAT in full and, if no other sums whatever shall be due from the Buyer to the Seller.
- 8.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and any third parties and properly stored, protected and identified as the Seller's property, but shall not be entitled to resell or use the Goods in the ordinary course of its business.
- 8.4 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.
- 8.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so, all moneys owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

9. INTELLECTUAL PROPERTY

- 9.1 The Buyer shall not use the Seller's name, logo or any other identification marks for the purpose of advertising or publicity without the Seller's prior written consent.
- 9.2 Reproduction of any Visionglobal literature or brochures in whole or in part is an infringement of copyright and is strictly prohibited.

10. ACTS OUTSIDE THE SELLER'S CONTROL

- 10.1 In NO event shall the Seller be liable for any default due to any act of war, strike, lockout, industrial action, fire, flood, draught, tempest or any other event beyond the reasonable control of the Seller.

11. DELIVERY OF THE GOODS.

- 11.1 This Contract represents the entire agreement between the Buyer and the Seller and supersedes all earlier warranties, representations or statements (whether verbal or in writing) and may only be varied or amended in writing between authorised representatives of the Buyer and the Seller.
- 11.2 The Laws of England and Wales govern this Contract.
- 11.3 All disputes arising out of this Contract shall be subject to the exclusive jurisdiction of the courts of England and Wales.