

1. Definition

"The Seller"	means Vital GRP.
"The Purchaser"	means the person firm or Company to be supplied with the Goods by the Seller.
"Goods"	means the goods, materials, installations and/or other items and services to be supplied pursuant to the Contract.
"The Contract"	means the contract of sale and purchase of certain goods made between the Seller and the Purchaser to which these Conditions shall apply, and which shall include any order issued thereunder.
"Writing"	includes letter, email, facsimile transmission, and comparable means of communication.

The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. Scope

These conditions shall prevail over any inconsistent terms or conditions referred to in the purchaser's order or in correspondence or elsewhere unless specifically agreed to in writing by both parties and any conditions or stipulations to the contrary are hereby excluded or extinguished.

3. Basis of the Sale

3.1 Quotations by the seller shall not constitute an offer and the Seller reserves the right to withdraw or amend the same at any time prior to acceptance of the Purchaser's Order.

3.2 These conditions apply to all Contracts. By placing an order with the Seller, the Purchaser agrees to deal with the Seller on these Conditions to the exclusion of all other terms, conditions, warranties, or representations (except any made fraudulently).

3.3 The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed in writing by a director of the Seller. In entering into the Contract, the Purchaser acknowledges that it does not rely on, and waives any claim for, breach or any representations which are not so confirmed (unless such representations are made fraudulently). The purchaser irrevocably and unconditionally waives any right it may have to claim damages and/or rescind the Contract as a result of any misrepresentation whether or not contained in the Contract unless such misrepresentation is made fraudulently.

3.4 Any advice or recommendation given by the Seller or its employees or agents to the Purchaser or its employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by an authorised technical representative of the Seller is followed or acted upon entirely at the Purchaser's own risk and accordingly the Seller shall not be liable for any advice or recommendation which is not so confirmed.

3.5 Any typographical, clerical, or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

3.6 The issuing of any form of tender must not be interpreted as acceptance of any pre-contract terms, conditions, or special clauses whatsoever. Such matters remain subject to negotiation.

4. Sale and Purchase

4.1 The Purchaser agrees to purchase the Goods from the Seller and the Seller agrees to sell the Goods to the Purchaser.

4.2 The Seller reserves the right to refuse to accept an order from the Purchaser and such refusal shall be at the absolute discretion of the Seller.

4.3 The Purchaser shall not be entitled to cancel in whole or in part any order which the Seller has accepted or its acceptance of any quotation of the Seller in either case whether orally or in writing without the Seller's written agreement. If the Seller agrees to such cancellation, the Purchaser shall reimburse the Seller for all costs, losses and expenses incurred by it as a result of the cancellation.

4.4 The Seller reserves the right to make any changes in any specification relating to the Goods which are required to conform to any applicable safety or other requirements, or which do not materially affect the quality or performance of the Goods.

4.5 All specifications, drawings and technical documents supplied to the Purchaser by the Seller are supplied solely for the use of the Purchaser in connection with the Goods and such specifications, drawings and/or technical documents shall not be communicated to any third party without the prior written consent of the Seller.

4.6 Any performance figures quoted or referred to in any specification of the Contract are estimates only based on compliance by the Purchaser with the operating instructions contained in the current User Manual at the date of the Seller's acceptance of order, and the operation of the Goods by suitably qualified staff.

4.7 No order submitted by the Purchaser shall be deemed to be accepted by the Seller unless and until confirmed in Writing by the Seller's authorised representative.

4.8 The quantity, quality, and description of any specification for the Goods shall be those set out in the Seller's quotation (if accepted by the Purchaser) or the Purchaser's order (if accepted by the Seller).

5. Terms of Payment

5.1 Payment of invoices shall be made in Sterling unless agreed in writing by a director of the Seller. The Seller shall have the right to charge interest on overdue accounts at the rate of 8% above the Bank of England base rate from time to time to run from the due date for payment thereof until receipt by the Seller of the full amount whether before or after judgement.

5.2 The price is exclusive of any Value Added Tax applicable at the date of the invoice and which shall be payable in addition. This amount shall be charged separately on any quotation.

5.3 The Seller reserves the right, by giving notice to the Purchaser at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Purchaser or any delay caused by the instructions of the Purchaser or failure of the Purchaser to give the Seller adequate information or instructions.

5.4 The Seller shall be entitled to invoice the Purchaser for the price of the Goods upon delivery or at any time after the Goods have been delivered. However, if the Goods are collected by the Purchaser the Seller shall be entitled to invoice the Purchaser for the price of the Goods at any time after the Seller has informed the Purchaser that the Goods are ready for collection.

5.5 Except as otherwise stated under the terms of any quotation or in any price list of the Seller, all prices are given by the Seller on an ex works basis, and where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Purchaser shall be liable to pay the Seller's charges for transport, packaging and insurance.

5.6 If any part of the price is not paid when it is due or work on the Goods is held up by anything attributable to the Purchaser or the Purchaser becomes bankrupt, insolvent, goes into liquidation or appoints a receiver, the full price of the Goods shall become immediately due and payable by the Purchaser. In such circumstances, the Seller may cancel the Contract or cancel or suspend delivery of all or part of the Goods.

5.7 The Purchaser shall pay for commercial products in full and without any deduction or set off upon receipt of invoice, unless otherwise agreed in writing by a director of the Seller. For commercial services payment is due on completion of project, unless otherwise agreed in writing by a director of the Seller.

5.8 The Purchaser shall pay for non-standard goods on the following basis: Fifty percent pre-payment with order, and fifty per cent on receipt of invoice.

5.9 All payment terms are at the seller's discretion and subject to credit checking.

6. Title

6.1 Notwithstanding delivery and the passing of risk of the Goods title to the Goods, which shall pass to the Purchaser upon payment in full of the invoice price along with the ownership of the Goods. The ownership shall remain with the Seller until the Seller has received in cash or cleared funds payable in full. The Seller reserves the right to dispose of the Goods until payment in full for all of the Goods has been received by the Seller in accordance with the terms of this Contract.

6.2 Until such time as the property of the Goods passes to the Purchaser, the Purchaser shall hold the Goods as the Seller's fiduciary agent and Bailee and shall keep the Goods separate from those of the Purchaser and third parties and properly stored, protected and insured to resell, and to use the Goods in the ordinary course of its business. The Purchaser shall be accountable to the Seller, for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the Purchaser and third parties, and, in the case of tangible proceeds, properly stored, protected and insured.

6.3 If such payment is overdue in whole or in part the Seller may without prejudice to any of its other rights recover or re-sell the Goods or any of the Goods and may enter upon the premises of the Purchaser or any third party where the Goods are stored by its servants or agents for that purpose.

6.4 Such payments shall become due immediately upon the commencement of any act, claim, demand or proceeding in which the solvency of the Purchaser is involved as referred to in Clause 12.1.

7. Delivery

7.1 In the event of the Purchaser returning or failing to accept any delivery of the Goods in accordance with the Contract the Seller shall be entitled, at his option, either to deliver and invoice the Purchaser for the balance of Goods then remaining undelivered or to suspend or cancel further deliveries under the Contract.

7.2 The Seller shall be entitled to store at the risk of the Purchaser any Goods which the Purchaser refuses or fails to accept and the Purchaser shall pay all costs of such storage, and any additional costs of carriage incurred as a result of such refusal or failure.

7.3 Subject to the provisions of clause 6.4 (where appropriate) the Goods shall unless delivered by the Seller's own transport or by a carrier on behalf of the Seller be deemed to have been delivered and risk to have passed to the Purchaser upon their transfer to the carrier named by the Purchaser or (in the case of delivery ex works) upon the Seller notifying the Purchaser that the Goods are available for collection.

7.4 In the case of the Contract or any order involving more than one delivery if default is made in payment on the due date the Seller shall have the right to suspend all or any further deliveries pending payment or to terminate the Contract in its entirety by notice in writing to the Purchaser.

7.5 Subject to the Purchaser having paid for the Goods in full, delivery of the Goods shall be made by the Purchaser collecting the Goods at the Seller's premises at any time after the Seller has notified the Purchaser that the Goods are ready for collection or, if some other place for delivery is agreed by the Seller, by the Seller delivering the Goods to that place.

7.6 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Purchaser.

7.7 Where the Goods 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 Purchaser in respect of any one or more instalments shall not entitle the Purchaser to treat the Contract as a whole as repudiated.

7.8 The Purchaser will bear the cost of product insurance, and all taxation duties incurred when shipping overseas (outside the UK).

8. Purchaser Specifications

8.1 The Purchaser shall indemnify and keep indemnified the Seller against all claims costs damage and expenses incurred by or for which the Seller may be liable as a result of the carrying out of any work required to be done on or to the Goods in accordance with the requirements or specifications of the Purchaser involving any infringement or any intellectual property right vested in another person firm or company.

8.2 The sale of Goods shall not by implication or otherwise convey any licence under any patent relating to the product or compositions thereof and the Purchaser expressly assumes all risks of patent infringement by reason of the Purchaser's use or sale of the goods singly or in combination with other materials or in any processing operation whatsoever.

8.3 The Purchaser warrants that any design or instructions furnished or given by him shall not be such as will cause the Seller to infringe any letters patents, registered design, trademark, or trade name in the execution of the Contract.

8.4 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform to any applicable safety or other statutory requirements or where the Goods are to be supplied to the Suppliers specification, which do not materially affect their quality or performance.

9. Warranty and Liability

9.1 The Seller shall not be liable for any shortage in quantity delivered nor for any manufacturing defect in the quality or condition of the Goods, nor for the failure of the Goods to comply with the specification, unless a claim in writing shall have been lodged with the Seller by the Purchaser:

- In the case of a shortage, within three days of delivery.
- In the case of any manufacturing defects, within seven days of delivery.

In this respect, the Purchaser is obliged to check the quantity, quality, safety and all other properties of the Goods and to hold the Seller harmless against any claims, and in the event no such claim is lodged then the Purchaser shall not be entitled to reject the Goods and the Purchaser shall be bound to pay the price if the Goods had been delivered in accordance with the Contract. This Clause applies specifically to delivery of the goods. Please see Clause 9.6 for manufacturing defects or manufacturing failures that may appear within the guarantee period, but after the delivery had been found to be acceptable.

9.2 In the event of any shortage, manufacturing defect or manufacturing failure, the Seller shall make good the shortage and/or at the Seller's sole discretion replace free of charge, any Goods found to be defective by reason of faulty material or workmanship provided that, as a condition thereof, the Seller may require that the Goods concerned are returned to the Seller's works, carriage paid, within one month of notification of the manufacturing defects.

9.3 Except in respect of death or personal injury caused by the negligence of the Seller (being negligence defined by Section 1 of the Unfair Contract Terms Act 1977) the liability of the Seller to the Purchaser by reason of any representation implied warranty or other term of any duty under common law or under any contract for any consequential loss or damage (whether for loss of profit or otherwise) costs claims and expenses or for any other loss damage or injury whatsoever which may arise from the suitability of the Goods defective material faulty workmanship or otherwise shall in no case exceed the invoiced value of the Goods delivered from which the loss or damage arises.

9.4 Any information or recommendation by the Seller in relation to the Goods is given in good faith but the Seller shall not be liable to the Purchaser in respect of any loss or damage arising there from howsoever caused.

9.5 The Seller warrants that the Goods will correspond with any specification agreed between the Seller and the Purchaser and current user Manual at the date the Goods are delivered and be free from manufacturing defects in materials and workmanship for a period of 12 months from the date of the invoice relating to such goods. The Seller may agree with the Purchaser to issue an additional guarantee extending the length of the guarantee and its scope.

9.6 Any manufacturing defect or failure of the Goods shall be notified to the Seller in writing as soon as reasonably possible after the Purchaser discovers such defect or failure but within 7 days of delivery. This is provided that the goods were fully acceptable to the Purchaser upon delivery and the Goods have been deployed in accordance with the user instructions.

9.7 The seller shall be under no liability if the price of the goods has not been paid in full by the due date for payment.

9.8 The Purchaser shall indemnify the Seller in relation to any costs reasonably incurred by it in dealing with any invalid claim by the Purchaser.

9.9 Subject to the Purchaser having complied with the terms of clause 3.2 hereof and subject also to the conditions set out below the Seller will warrant that the Goods will correspond with the specification provided by the Seller in their quotation and specification provided to the Purchaser prior to the Purchaser placing the order for the Goods.

9.10 The above warranty is given by the Seller subject to the following conditions:

- The Seller shall be under no liability in respect of any manufacturing defect in the Goods arising from any drawing, design or specification supplied by the Purchaser.
- The Seller shall be under no liability in respect of any manufacturing defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Seller's written approval.
- The Seller will not be held responsible for consequential losses regardless of how any such costs are incurred.

9.11 Any Guarantees offered do not extend to goods which are taken outside the UK, unless agreed in writing by a director of the Seller.

9.12 Some of our products are purpose built to the Purchaser's specification; such Goods are non-returnable/non-refundable. This includes products that are made to measure.

10. Licences and Consents

If any licence or consent of any government or that authority shall be required for the purchase or importation of the Goods by the Purchaser, the Purchaser shall obtain the same at its own expense and if necessary or so required produce evidence of the same to the Seller on demand.

11. Force Majeure

The Seller shall not be liable to the Purchaser for any loss or damage which may be suffered by the Purchaser as a direct or indirect result of the Seller being prevented hindered or delayed in the manufacture of the Goods or their delivery by normal route or means of delivery by reason of any act of God, riot, strike, lock out, trade dispute or labour disturbances, accident, breakdown of plant or machinery, fire, flood, difficulty in obtaining workmen materials or transport or other circumstances whatsoever outside the control of the Seller.

12. Termination

12.1 The clause applies if:

- The Purchaser makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or,
- An encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the Purchaser; or,
- The Purchaser ceases, or threatens to cease, to carry on business; or,
- The Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Purchaser and notifies the Purchaser accordingly.

12.2 If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Purchaser, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

13. Waiver

The failure on the part of either party to the Contract to exercise or enforce any rights conferred by contract shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

14. Notices

Any notice required to be given thereunder in writing shall be deemed to have been duly given if sent by pre-paid first-class post, fax transmission or email addressed to the party concerned at its principal place of business or last known address.

15. Headings

Headings to any of these conditions are included to facilitate reference only and shall not affect the construction hereof.

16. Invalidity

If any one of these Conditions shall be deemed by any Court of competent jurisdiction, to be illegal or unenforceable (whether in whole or in part) then such unenforceable Condition or part shall be deemed not to form part of these Conditions, which shall otherwise remain unaffected.

17. The Governing Law

Any contract formed under these Conditions and all matters arising there from shall be governed by English Law and the English Courts shall have exclusive jurisdictions to deal with disputes arising thereunder.

18. Set Off

The Seller, which in this respect is also understood to mean all companies forming part of the same group of companies as Seller has the right to set off any sum's receivable from the Purchaser, which in this respect is also understood to mean all companies forming part of the same group of companies as Purchaser, against any sums payable to the Purchaser.

19. Amendment or Validation

No amendment or variation of these Conditions shall be valid unless it is in writing and signed by or on behalf of a director of the Company and an authorised signatory of the Customer.

20. General

Any dispute arising under or in connection with these conditions or the sales of the goods shall be referred to the courts or by mutual consent to an arbitrator by a single application of either party by the President for the time being of the Law Society.

21. Additional Terms and Conditions that Form an Integral Part of any Contract when Work is carried out on the Purchaser's Site

Client's Responsibilities: Most projects require the client to fulfil certain responsibilities. These are normally listed in a method statement and confirmed in writing again prior to work commencement. In the event of the client failing to perform, and such failure causing delay, the company reserves the right to charge an hourly rate for stand down as detailed on the quotation or as company charges dictate at the time. Whenever possible, Vital GRP will endeavour to rectify any failure on the client's part to perform. Such an undertaking must be viewed as a goodwill gesture to keep the project on schedule. No liabilities are implied for such action and the client must retain any such liability resulting from tasks designated to himself. It is not the intention of Vital GRP to impose any unfair term or condition. The Company has a Work Safe Policy, which is vigorously enforced to protect all party's interests.