



TERMS AND CONDITIONS FOR THE SALE OF GOODS TO BUSINESSES

1. INTERPRETATION

1.1. In these Conditions the following definitions apply:

- **Business Day** means a day other than Saturday, Sunday and public holidays when banks generally are open for non-automated business in London;
- **Buyer** means the person or firm who purchases Goods from the Seller identified and whose details are set out in the Order;
- **Conditions** means the terms and conditions set out in this document;
- **Confidential Information** means any commercial, financial or technical information, information relating to products, Goods, plans, know-how or trade secrets which is obviously confidential or has been identified as such, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Contract;
- **Contract** means the agreement between the Seller and the Buyer for the sale and purchase of Goods incorporating these Conditions;
- **Delivery Location** means the address for delivery of the Goods as set out in the Order;
- **Force Majeure** means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract including (but not limited to) an act of God, fire, explosion, flood, lightning, earthquake or other natural disaster; war, act of terrorism, riot or civil unrest, rebellion, strike, lockout or boycott or other industrial action; interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service; or material required by for performance of the Contract, except any party's failure to pay shall not be an event of Force Majeure in any event;
- **Goods** means the goods set out in the Order and to be supplied by the Seller to the Buyer;
- **Order** means the Buyer's order for the Goods from the Seller as set out in the Buyer's order form for the supply of Goods;
- **Seller** means V Group International Limited of Unit 7, Erica Road, Stacey Bushes, Milton Keynes, Buckinghamshire, MK12 6HS, company registered number 04437215;
- **Specification** means the description or specification of the Goods set out in the Order;
- **Value Added Tax or VAT** means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Goods.

1.2. Unless the context otherwise requires:

- (a) each gender includes the others;
- (b) the singular includes the plural and vice versa;
- (c) references to the Contract include these Conditions, the Order;
- (d) references to persons include individuals, unincorporated bodies, government entities, companies and corporations;
- (e) clause headings do not affect their interpretation;
- (f) general words are not limited by example; and
- (g) references to any legislation will be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

2. APPLICATION OF THESE TERMS AND CONDITIONS

- 2.1. These Conditions apply and form part of the Contract between the Seller and the Buyer. They supersede any previously issued terms and conditions of supply.
- 2.2. No terms or conditions endorsed on, delivered with, or contained in the Buyer's purchase order, confirmation of order, specification or other document will form part of the Contract.
- 2.3. No variation of these Conditions or to an Order, or to a quotation from the Seller will be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of the Seller.
- 2.4. Each Order by the Buyer to the Seller will be deemed to be an offer to purchase Goods and subject to these Conditions.
- 2.5. The Seller reserves the right at all times to reject any Order, in whole or in part, at its sole discretion.
- 2.6. Any quotation by the Seller for the provision of Goods will be deemed to be:
- (a) an invitation to treat (and shall not be an offer) by the Seller to supply Goods on and subject to these Conditions; and
 - (b) will be valid for 28 days only from the date of issue.
- 2.7. A Contract will be formed upon the earlier to occur of:
- (a) written acceptance by the Seller of the Buyer's Order; or
 - (b) the execution of a specific written agreement by both the Seller and the Buyer.



3. PRICE

- 3.1. The price for the Goods will be as set out in the Order or in default of such provision will be calculated in accordance with the Seller's standard scale of charges in force on the date of formation of the Contract.
- 3.2. The price excludes:
- (a) delivery; and
 - (b) Value Added Tax which will be charged in addition at the then applicable rate.

4. PAYMENT

- 4.1. The Seller shall issue its invoice for the Goods when the Goods are dispatched.
- 4.2. The Buyer will pay all invoices:
- (a) in full as set out in the Order, without deduction or set-off other than as required by law, in cleared funds within the period specified in the Order to start from the date of the invoice;
 - (b) to the Seller's nominated bank account specified in the invoice and/or the Seller's acceptance of the Order; and
 - (c) by direct debit unless other arrangements have been agreed between the Seller and the Buyer.
- 4.3. Where sums due are not paid in full by the due date, the Seller may:
- (a) Charge statutory interest and claim compensation on such sums in accordance with the rates set out in the Late Payment of Commercial Debts (Interest) Act 1998. Statutory interest applies to each qualifying debt, being each debt constituted by an obligation to pay the price for goods pursuant to this Agreement. For the purposes of section 4 of the Act, interest runs from the day after the due date for payment as specified by this Agreement;
 - (b) refuse to supply any further Goods to the Buyer;
 - (c) apportion payments received by the Buyer for Goods to the earliest outstanding invoice.
- 4.4. VAT will be charged by the Seller and paid by the Buyer at the then applicable rate.

5. CREDIT LIMIT

The Seller may set and vary the credit limit from time to time and withhold all further supplies if the Buyer exceeds such credit limit.

6. DELIVERY

- 6.1. The Goods will be:
- (a) delivered by or for the Seller to the Delivery Location on the date specified in the Seller's written acceptance of the Order; or
 - (b) made available for collection by the Buyer at the Seller's, or carrier's as the case may be, premises set out in the Order. The Buyer will collect the Goods within the period specified in the Order.
- 6.2. The Goods will be deemed delivered:
- (a) if delivered by or for the Seller under clause 6.1(a), on arrival of the Goods at the Delivery Location;
 - (b) if collected by the Buyer under clause 6.1(b), on completion of loading at the Seller's, or carrier's as the case may be, premises.
- 6.3. The Goods may be delivered by instalments if provided in the Order. Any delay in delivery or defect in an instalment will not entitle the Buyer to cancel any other instalment.
- 6.4. Delivery of the Goods, or part thereof, will be accompanied by a delivery note stating:
- (a) the date of the Order;
 - (b) the relevant Buyer and Seller details;
 - (c) the product numbers and type and quantity of Goods in the consignment;
 - (d) any special handling and other instructions; and
 - (e) whether any packaging material is to be returned (in which case the Buyer will, at the Seller's option, return them to the Seller or make them available for collection by the Seller at a time specified by the latter, and in either case at the Buyer's expense).
 - (f) The Seller will use its reasonable endeavours to meet delivery dates but such dates are approximate only, and time of delivery is not of the essence.
- 6.5. The Seller will not be liable for any delay in or failure of delivery caused by:
- (a) the Buyer's failure to:
 - (i) make the Delivery Location available;
 - (ii) provide the Seller with adequate instructions, for delivery
 - (b) the Buyer's failure to collect the Goods from the Seller's premises; or
 - (c) an event of Force Majeure.
- 6.6. If the Buyer fails to accept delivery of or collect the Goods as provided in clause 6.1(a) or 6.1(b) on the date or within the period set out in the Order:
- (a) delivery of the Goods will be deemed to have occurred at 2 Business Days following such date; and



(b) the Seller will store and insure the Goods pending delivery, and the Buyer will pay all costs and expenses incurred by the Seller in doing so.

6.7. If 30 Business Days following the due date for delivery or collection of the Goods, the Buyer has not taken delivery of or collected them, the Seller may resell or otherwise dispose of the Goods. The Seller will:

- (a) deduct storage charges at the Seller's then-applicable rate and reasonable costs of resale; and
- (b) account to the Buyer for any excess of the resale price over, or invoice the Buyer for any shortfall of the resale price below, the price paid by the Buyer for the Goods.

6.8. The Seller will replace any Goods that are damaged in transit if the Buyer provides the Seller written notice of the damage within 72 hours from the time of deemed delivery.

7. TITLE AND RISK

7.1. Risk in the Goods will pass to the Buyer on completion of delivery under clause 6.1.

7.2. Title to the Goods will pass to the Buyer once the Seller has received payment in full for the Goods.

7.3. Until title to the Goods has passed to the Buyer, the Buyer will:

- (a) hold the Goods as bailee for the Seller;
- (b) store the Goods separately from all other material in the Buyer's possession;
- (c) take all reasonable care of the Goods and keep them in reasonable condition;
- (d) insure the Goods: (i) with a reputable insurer (ii) from the date of delivery (iii) against all risks (iv) for an amount at least equal to the price (v) noting the Seller's interest on the policy;
- (e) ensure that the Goods are clearly identifiable as belonging to the Seller;
- (f) not remove or alter any mark on or packaging of the Goods;
- (g) inform the Seller as soon as possible if it becomes subject to any of the events set out in clause 12.1; and
- (h) provide the Seller such information concerning the Goods as the Seller may request from time to time.

7.4. Notwithstanding clause 7.3, the Buyer may use or resell the Goods in the ordinary course of its business until such time as it becomes aware or ought reasonably to have become aware that an event specified in clause 12.1 is or is likely to occur.

7.5. If, at any time before title to the Goods has passed to the Buyer, the Buyer informs the Seller, or the Seller reasonably believes, that the Buyer has or is likely to become subject to any of the events specified in clause 12.1, the Seller may:

- (a) require the Buyer at the Buyer's expense to re-deliver the Goods to the Seller; and
- (b) if the Buyer fails to do so promptly, enter any premises where the Goods are stored and repossess them.

8. OBLIGATIONS OF THE BUYER

8.1. The Buyer will:

- (a) place all Orders on these Conditions and ensure that the contents of any Order are complete and accurate;
- (b) ensure that the Specification which it provides is complete and accurate and contains all information the Seller may require;
- (c) co-operate fully with the Seller in relation to delivery or collection of the Goods; and
- (d) make payment of all invoices by the due date as set out in the Order.

9. LIABILITY

9.1. The Seller does not exclude its liability:

- (a) for death or personal injury caused by its negligence; or
- (b) for breach of the terms implied by section 12 of the Sale of Goods Act 1979 and by section 2 of the Supply of Goods and Services Act 1982; or
- (c) for defective products under the Consumer Protection Act 1987; or
- (d) for fraud or fraudulent misrepresentation.

9.2. The Seller will not be liable for:

- (a) loss of data or use;
- (b) any form of indirect, consequential or special loss; or
- (c) any loss of or failure to realise expected profit, revenue or savings or any other form of pure economic loss, whether any such loss is direct or indirect;
- (d) and, in each case, however arising.

9.3. Other than as set out above, the Seller limits its liability (however arising) in respect of or in connection with the Goods, and otherwise in connection with the Contract, to 200 per cent of the total price of Goods.

9.4. The conditions implied by sections 13 to (and including) 15 of the Sale of Goods Act 1979 are expressly excluded.



10. CONFIDENTIALITY

10.1. Each party shall keep confidential all Confidential Information of the other party and will only use the other's Confidential Information as required to perform the Contract. The provisions of this clause will not apply to:

- (a) any information which was in the public domain at the date of the Contract;
- (b) any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;
- (c) any information which is independently developed by the other party without using information supplied by the first party; or
- (d) any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.

10.2. This clause 10 will remain in force for a period of 5 years from the date of the Contract.

11. FORCE MAJEURE

11.1. A party will not be liable if delayed in or prevented from performing its obligations due to an event of Force Majeure, provided that it:

- (a) promptly notifies the other of the event of Force Majeure and its expected duration; and
- (b) uses reasonable endeavours to minimise the effects of that event.

11.2. If, due to an event of Force Majeure, a party:

- (a) is or will be unable to perform a material obligation; or
- (b) is delayed in or prevented from performing its obligations for a continuous period exceeding 30 days then the other party may terminate the Contract on immediate written notice.

12. TERMINATION

12.1. The Contract may be terminated forthwith at any time by the Seller on written notice to the Buyer if:

- (a) the Buyer commits a material breach, or series of breaches resulting in a material breach, of the Contract and such breach is not remediable or if capable of remedy is not remedied within 14 days of written notice to do so;
- (b) the Buyer suspends or threatens to suspend payment of its debts, or is unable to pay its debts as they fall due;
- (c) the Buyer:
 - (i) negotiates with its creditors for rescheduling of its debts,
 - (ii) makes a proposal to or compounds with its creditors in respect of its debts, other than solely by way of solvent amalgamation or reconstruction; or
 - (iii) makes an application to court for protection from its creditors generally;
- (d) the Buyer passes a resolution for winding-up or for the appointment of an administrator, or a liquidator or administrator is appointed in relation to the other, or a winding-up order is made in relation to the other (other than solely in relation to a solvent amalgamation or reconstruction);
- (e) a receiver or administrative receiver may be or is appointed in relation to the Buyer or any of its assets;
- (f) any creditor of the Buyer attaches, takes possession of, or any distress, execution or similar process is levied or enforced against, all or any part of the Buyer's assets, and such attachment or process is not discharged within 14 days;
- (g) the Buyer takes or suffers any action similar to any of the above in any jurisdiction;
- (h) there is a material change in the management, ownership or control of the Buyer;
- (i) the Buyer suspends trading, ceases to carry on business, or threatens to do either;
- (j) the Buyer, (being an individual) dies or ceases to be capable of managing his own affairs; or
- (k) the Buyer is subject to an event of Force Majeure under clause 11.

12.2. In addition to its rights under clause 12.1 the Seller may terminate the Contract at any time immediately on written notice to the Buyer if the Buyer has failed to pay any amount due under the Contract.

12.3. On termination of the Contract for any reason:

- (a) the Buyer will immediately pay all invoices of the Seller then outstanding and not disputed in good faith;
- (b) the Seller will invoice the Buyer for all Goods delivered or provided but not yet invoiced and the Buyer will pay such invoice within 14 Days (unless the invoice is disputed in good faith);
- (c) Buyer will forthwith return any materials of the Seller then in its possession or control; if it fails to do so, the Seller may enter onto any premises owned by or under the control of the and take possession of them;
- (d) the accrued rights and liabilities of the parties will not be affected; and
- (e) any clause which expressly or by implication are to survive termination will do so.



13. GENERAL

13.1. Time

Unless stated otherwise, time is not of the essence of any date or period specified in these Conditions, the Order or otherwise in the Contract.

13.2. No set-off

All payments by the Buyer will be made without set-off or counterclaim, free and clear of and without deduction for any tax, levy, duty, charge, or withholdings of any kind now or in the future, imposed in any jurisdiction unless a party is compelled by law to deduct or withhold any such amounts, in which case it will pay to the other such additional amount as will ensure that the other is paid the full amount it would have received but for such deduction or withholding.

13.3. Relationship

The parties are independent businesses and not principal and agent, partners, or employer and employee.

13.4. Severability

If any part of the Contract is found by a court, tribunal or other administrative body of competent jurisdiction to be unenforceable or invalid for any reason, that provision is to be severed from the Contract and the remaining provisions of the Contract will otherwise remain in full force.

13.5. Notices

Notices under the Contract will be in writing and sent to the persons and addresses set out in the Order. They may be given, and will be deemed received:

- (a) by first-class post: two Business Days after posting;
- (b) by airmail: seven Business Day after posting;
- (c) by hand: on delivery;
- (d) by facsimile: on receipt of a successful transmission report from the correct number; and
- (e) by e-mail: on receipt of a delivery or read receipt mail from the correct address.

13.6. Waiver

No delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

13.7. Rights of Third Parties

The Contract is not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

13.8. Priority

In the event of conflict, the terms of these Conditions prevail over those of the Order.

13.9. Entire Agreement

The Contract constitutes the entire agreement between the parties in relation to its subject matter. No other terms apply.

13.10. Succession

The Contract will bind and benefit each party's successors and personal representatives.

13.11. Governing Law & Jurisdiction

- (a) The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.
- (b) The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non contractual disputes or claims).