



Victor Marine

Victor Marine Limited  
7 Waterloo Court, Markham  
Vale, Chesterfield, Derbyshire,  
S44 5HN. United Kingdom  
Vat Reg No. GB133212520

Tel: +44 (0)1708 899780

Fax: +44 (0)1708 890599

Web: [www.victormarine.com](http://www.victormarine.com)

## **VICTOR MARINE LIMITED – CONDITIONS OF PURCHASE**

### **DEFINITIONS**

- a. The term “Buyer” shall mean Victor Marine Limited.
- b. The term “Seller” shall mean the person, firm or company to whom the Purchase Order is issued.

**These conditions shall apply to each and every purchase of goods by the Buyer.**

### **1. CONTRACT PRICE**

Unless otherwise agreed in writing, the contract price as shown on the Purchase Order shall not be varied for the duration of the contract.

### **2. MATERIALS AND WORKMANSHIP**

- a. Goods shall conform in all aspects as to quantity, quality and description with the terms of the Buyer’s Specification and the Purchase Order.

### **3. INSPECTION AND DOCUMENTATION**

- a. Before delivery of the goods the Seller shall carry out such inspection and tests as may be required to ensure compliance with the Specification and the Purchase Order. The Seller shall also, at the request of the Buyer, supply to the Buyer a true copy of the Seller’s test data and inspection reports.
- b. Any drawings, test certificates, operating instructions, leaflets or other documentation to be provided by the Seller shall be provided with the goods and the contract shall not be deemed complete nor the price payable until receipt thereof by the Buyer.

### **4. QUALITY ASSURANCE REQUIREMENTS**

- a. The Seller shall cease manufacture if any deviation from what is required by the contract takes place. Any such deviation shall be reported without delay to the Buyer and shall be confirmed in writing identifying the deviation and the course of action suggested to replace or correct the materials or goods.
- b. No replacement repairs or corrections may be made to materials or goods without the approval of the Buyer.
- c. The Buyer reserves the right to return at the Seller’s expense any goods delivered to the Buyer’s instructions which do not comply with the contract and/or other relevant requirements.
- d. Where certified material test reports are requested by the contract, they must comply with the requirements of the Buyer’s Purchase Specification, otherwise the goods will be deemed non-

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conforming. Written Statements of Guarantee will not be acceptable unless specifically agreed between the Buyer and Seller at the time of order.

## **e. TEST CERTIFICATES / CERTIFICATES OF CONFORMANCY**

When requested on the Buyer's order, certificates must be supplied by the Seller with the relevant goods at the time of delivery, to avoid rejection of such goods.

## **5. DELIVERY**

- a. The Seller shall deliver the goods to the Buyer's works or as the Buyer may direct in writing.
- b. The time specified in the Purchase Order for delivery of the goods shall be of the essence of the contract.

## **6. VARIATION**

- a. The Buyer shall have the right at any time upon giving reasonable notice to alter the drawings or specification of the goods. If any such alteration warrants an increase in the contract price or an extension to the delivery date the Seller shall inform in writing the Buyer not less than fourteen days before the Seller's original delivery date. The Buyer's consent must be given in writing to any change in the delivery or price.

## **7. DEFECTS OR REJECTS**

All goods ordered which are of the Seller's own design are understood to be guaranteed by the Seller as fit for the purpose for which they are designed, and are guaranteed from the date of delivery against breakdown or failure of any description due to defective materials or workmanship, or any cause within control of the Seller.

## **8. INDEMNITY**

The Seller is to indemnify the Buyer against any claims for infringement of patents, designs or copyright in respect of good supplied under this order which are of the Seller's own design.

## **9. BUYER'S EQUIPMENT**

All patterns, drawings, tools and other technical information provided by the Buyer for the execution of orders remain the property of the Buyer for the execution of orders remain the property of the Buyer and are not to be used for any other requirements. All matters relating to this contract are to be treated as confidential and not disclosed to any third party.

## **10. INSURANCE OF MATERIALS**

Any tooling or material owned by the Buyer and held by the Seller to be processed or for any other purposes, is to be covered by the Seller's insurance against loss, damage by fire, and any other insurable risk whilst in his custody.

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## 11. PACKING

Goods supplied are to be securely packed where necessary. All packing cases, casks, drums, etc will be returned to the Seller if required, at the Seller's expense.

## 12. INVOICE AND ADVICE NOTE

An advice note should be sent with the goods and a priced invoice should be sent to the buyer as soon as possible after such delivery. Failure to send advice notes or invoices promptly may delay payment for the goods.

## 13. FORCE MAJEURE

If during the period of the order the Buyer's business is stopped, interrupted, or restricted, due to war, strike, lockout, riot, civil commotion, epidemic, unusual inclemency of weather, fire, accident, government act, shortage of material and any other cause whatsoever beyond his control, then delivery may, at his option, be suspended and the time for delivery shall be correspondingly extended.

## 14. RISK AND TITLE

Risk of loss of, or damage to, the goods shall pass from the Seller to the Buyer when they are delivered to the Buyer when they are delivered to the Buyer's premises, or to any other specified address. The title to the goods shall pass at the same time.

## 15. MODIFICATION

No modification or variation of the terms and conditions herein contained is applicable unless accepted in writing by the Buyer. In the event of any conflict between these Conditions of Purchase and the Purchase Order and the Seller's Conditions of Sales, these Conditions and the Purchase Order shall prevail.

## 16. RIGHTS AT LAW

The foregoing conditions are in addition to and without prejudice to the Buyer's right at law.

## 17. GOVERNING LAWS OF CONTRACT

The contract between the Buyer and Seller shall be governed by the laws of England and shall be construed and performed in accordance therewith.

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Registered Office: Apex Offices, Water Vole Way, Doncaster, England, DN4 5JP Tel: 0114 308 4472 Co. Reg. No. 01341187