



# 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 SALE**

### **1. QUOTATION AND ACCEPTANCE**

The quotation is valid and open for acceptance by the Customer for the period stated or, when no period is stated, within 30 days from the date of quotation. The quotation shall be deemed accepted if Victor Marine Limited (hereinafter referred to as the Company), within the time period stipulated, receives written notice from the Customer that the Customer has accepted the quotation. Upon acceptance, a contract to purchase the goods and/or for the services stipulated at the price(s) stated in the quotation under the following terms and conditions shall be deemed to have been entered into by the Company and the Customer.

### **2. PRICES**

Prices detailed in the quotation unless otherwise stated therein, are net, ex works in pounds sterling, and exclusive of VAT and any other sales tax or duty payable by the Customer. The Company reserves the right to amend clerical or typographical errors.

### **3. SHIPMENT COSTS**

Unless otherwise specifically agreed in writing, all shipping costs, including but not limited to handling, freight, insurance and export/import duties/fees will be for the account of the Customer. The Company will endeavour to include these costs in the invoice for the goods sold, however should separate invoices be rendered for the goods and the shipment costs, each invoice will be due and payable as set forth in the quotation.

### **4. PACKAGING**

Unless otherwise specified, all packaging costs and materials will be to Customer's account.

### **5. TERMS OF PAYMENT**

Payment of invoices shall be made in full within 30 days of the date of invoice, without any deduction or set-off unless otherwise agreed in writing. In the event of any variation in exchange rate the contract price shall be adjusted before final payment to ensure no loss to the Company.

### **6. DELIVERY**

Delivery dates, periods or schedules set forth in the quotation or order acknowledgement are for ex works delivery unless otherwise agreed in writing, and are to commence from Customer acceptance of quotation within the validity of the quotation. Where a period is named for delivery in the quotation and such period is not extended by mutual consent then the Customer must take delivery within that period or agree to make payment against the Company invoice for the goods and services provided in the order. By mutual consent storage charges and delay fees will be payable by the Customer. In order to meet quoted delivery dates it may be necessary for the

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Customer to provide specific technical data to allow the order to proceed in manufacture and design. Failure to provide such information by the Customer will not render the Company liable for any consequential over-run of the quoted delivery period.

## 7. CANCELLATION

Orders accepted by the Company may not be cancelled by the Customer except with the written consent of the Company and then only upon such terms as will indemnify the company against all direct and indirect loss and damage.

## 8. SPECIFICATIONS AND DRAWINGS

The Company reserves the right to make changes in the specification of products and goods as part of a normal product improvement programme. All drawings and technical information supplied with the quotation or the order are not to be submitted to a third party without prior written permission. In the event that the quotation is unsuccessful then any such drawings etc. are to be returned to the Company. The Customer shall immediately indemnify the Company against all damages penalties and costs to which the Company may become liable as a result of work done to the Customer's specifications which infringes any patents, registered designs (or equivalent in any foreign country) or the copyright of any drawings.

## 9. TESTS

Any and all additional tests and/or inspections required by the Customer shall be mutually agreed to between the Company and the Customer with any and all additional costs to the Customer's account.

## 10. PERFORMANCE

All performance figures stated in the quotation are derived from test results and accurate within the limitations of commercial production tolerances. The Customer will assume legal responsibility for the capacity and performance of the products being sufficient and suitable for the duty quoted.

## 11. GUARANTEE(S)

All products are guaranteed against defects due to faulty workmanship or materials as follows. For a period of 12 months from date of despatch. The Company's maximum liability under this clause will be equal to the purchase price or replacement of the component part which malfunctions. In no circumstances shall the Company be liable for any consequential loss or damage caused directly or indirectly by any defect whether arising from negligence or otherwise howsoever.

## 12. QUALITY AND DESCRIPTION

The products or goods to be supplied shall at the time of delivery be of proper design materials and workmanship and suitable in every respect for its designed use following correct installation and subject to the correct data or service conditions having been supplied by the Customer.

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### **13. RISK AND TITLE**

Unless otherwise notified in writing to the Buyer, until the goods have been paid for in full together with all other sums due from the Buyer, the goods shall remain the property of the Company notwithstanding delivery of the same and the passing of the risk therein to the Buyer and the Buyer shall, while in possession, store the goods in such a way that they can be identified as the property of the Company and in disposing of them, shall do so only for the Company's account.

If the Buyer shall sell or dispose of the goods to any third party before the price and all other sums due from the Buyer have been paid in full, any proceeds resulting therefrom (or claim thereto) shall belong to the Company to the extent of sums due from the Buyer to the Company in respect of the goods.

### **14. VARIATION OF THESE CONDITIONS OF SALE**

Any variation of these conditions in any documents of the Customer is inapplicable unless accepted in writing by the Company and the contract as varied shall be deemed to be the original contract. In the event of any conflict between these conditions of sale and the purchase order conditions of the Customer these conditions of sale shall prevail.

### **15. LIABILITY**

No claim for damage or loss of goods or shortages of delivery shall be entertained unless advised in writing to the Company within 7 days of receipt of the goods supplied against the order and separate notice given in writing to the carrier concerned.

### **16. FORCE MAJEURE**

The Company shall not be liable to the Customer for any loss or damage which may be suffered by the Customer as a direct or indirect result of the supply of goods by the Company being prevented, hindered, delayed, or rendered uneconomic by reason of circumstances or events beyond the Company's reasonable control including but not limited to Acts of God, war, acts of any governmental authorities, riot, revolution, civil commotion, strikes, trade or labour disputes, sabotage, epidemics, accident, fire, flood, or storm.

### **17. GOVERNING LAW**

The contract shall be governed by and construed in accordance with the Laws of England and any dispute or disagreement submitted to the jurisdiction of the English Courts.

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