



Victor Marine Limited
Unit 7 Waterloo Court
Markham Lane
Markham Vale
Chesterfield S44 5HN
United Kingdom
Vat Reg. no. GB133212520

Tel: +44 (0)1708 899780

Fax: +44 (0)1708 890599

Web: www.victormarine.com

Terms and Conditions of Sale

1. GENERAL:

Unless otherwise agreed in writing, the below stated terms and conditions expressly exclude any conflicting terms or conditions stipulated or referred to by the Buyer in negotiations or orders and also, whilst not excluding any liability in negligence for death or personal injury, there is hereby excluded all other express or implied condition, statement or warranty, statutory or otherwise. Orders are accepted by Victor Marine Ltd only upon the terms and conditions herein contained, which the Buyer is deemed to have accepted.

2. DELIVERY:

- 2.1 All orders for goods will be completed unless Victor Marine Ltd notifies the Buyer of its inability to complete an order due to circumstances beyond Victor Marine's control. Every endeavour will be made to deliver goods on any date requested but Victor Marine Ltd shall not incur any liability for any reason for failure to do so. Victor Marine Ltd is entitled to make part deliveries unless a stipulation to the contrary is made by the Buyer. Orders accepted by Victor Marine Ltd are not subject to cancellation except with the written consent of Victor Marine Ltd and then only upon such terms as will indemnify Victor Marine Ltd against all direct or indirect loss or damage.
- 2.2 The Buyer shall carefully examine Goods delivered or collected and immediately notify Victor Marine Ltd, and within seven working days confirm in writing details of any short deliveries or defects reasonably discoverable on careful examination

3. CARRIAGE CHARGES:

- 3.1 Carriage charges will be charged at the appropriate rate according to the method of despatch requested.
- 3.2 Where no method is requested Victor Marine Ltd reserve the right to increase the price in proportion of any cost incurred between the acceptance of order and delivery of the goods through cause of exchange rates, labour, materials, transport, taxes or for ANY other reason.

4. MINIMUM ORDER:

All orders must exceed £100.00 (GBP) or \$150.00 (USD) or €150.00 (Euro).

5. VAT:

Value added Tax will be charges at the current legal rate if applicable.

6. TERMS OF PAYMENT:

- 6.1 All payments shall be made in such manner as Victor Marine Ltd shall specify and upon the due date as condition precedent of future deliveries.
- 6.2 Where payment is not made on the due date whether credit facilities have been allowed or not and without prejudice to any other rights which Victor Marine Ltd may have arising from non-payment the following terms shall apply:
 - (a) Victor Marine Ltd may charge interest on the overdue amount at the rate of 8% per annum over current Bank of England base rate or such rate as may be specified from time to time pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 calculated from the date the payment becomes due until the date Victor Marine Ltd receives the payment.
 - (b) Victor Marine Ltd shall have the right to demand immediate payment of all or any other sums due under any other agreement entered into by the Customer with Victor Marine Ltd. Any credit facilities allowed by Victor Marine Ltd in respect of any such agreements ceasing to be of effect and Victor Marine Ltd may charge interest from the date on which the payment is deemed due by this clause on the same basis as set out in paragraph (a) of the sub clause (6.2).
 - (c) Victor Marine Ltd may treat any or all other agreements between Victor Marine Ltd and the Customer as repudiated without prejudice to any other remedies Victor Marine Ltd may have in respect of non-payment by the Customer.
 - (d) Victor Marine Ltd may refuse to carry out any other work or supply any other goods to the Customer until all payments due or deemed due pursuant to this clause including any interest accrued under paragraph (a) above have been satisfied.

7. CANCELLATIONS & RETURNS

- 7.1 Victor Marine Ltd may, at its discretion and in writing, allow an order to be cancelled where there is no fault with the product.
- 7.2 Cancellation of a stock item may incur a 10% processing fee.
- 7.3 Standard cancellation terms of a made to order item will incur a minimum 10% cancellation charge if cancelled within one week of the order confirmation date or minimum 30% cancellation charge if cancelled two weeks before the ex.works delivery date. Review order acknowledgement for any specific cancellation charges.
- 7.4 The Buyer shall not return any Goods to Victor Marine Ltd unless Victor Marine is informed beforehand.

8. DELAYS & STORAGE:

- 8.1 If the customer fails to accept delivery when tendered Victor Marine Ltd may store the goods until actual delivery and charge you for the reasonable costs of storage. If payment has not yet been received for the goods Victor Marine Ltd holds the right to re-sell the goods concerned without incurring any liability to the customer.
- 8.2 Goods will be invoiced on the original delivery date and payment will be expected in line with Victor Marine terms and conditions.

globally focused on cleaner solutions

Registered Office: 36, Orgreave Drive, Handsworth, Sheffield S13 9NR Tel: 0114 254 1524 Co. Reg. no. 01341187



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9. DAMAGED GOODS:

9.1 Victor Marine Ltd shall not be liable to the Customer for loss of profit, loss of business, loss of production, loss of revenue, loss of anticipated savings, loss of margin loss of use, loss of opportunity, loss of reputation or depletion of goodwill or any liability of the Customer to third parties and in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

9.2 Where a consignment has been subject to any damage, pilferage or shortage, the Buyer shall within three days of receipt of such consignment notify the carrier and also notify Victor Marine Ltd in order for a claim can be made. Where the damage, pilferage or shortage is not the liability of the carrier, then a claim under the insurance shall be made where appropriate, either by the Buyer or Victor Marine Ltd, whichever arranged such insurance.

10. WARRANTY:

Where goods are shown to the satisfaction of the Company to have been defective in material or workmanship at the time of delivery, the Victor Marine Ltd shall either replace or give suitable credit for such defective goods, provided that notification of the defect is received by the Victor Marine Ltd within thirty days of receipt of the goods by the Buyer. Except as provided for above Victor Marine Ltd will not be liable for any loss, damage or expense or any consequential damages arising in connection with this contract. Individual product Warranties will be stated at the time of quotation.

11. RESERVATION OF TITLE:

11.1 Unless otherwise notified in writing to the Buyer, until the goods shall have been paid for in full together with all other sums due from the Buyer, the goods shall remain the property of Victor Marine Ltd 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 Victor Marine Ltd and in disposing of them, shall do so only for the Victor Marine Ltd account subject to section 8 above.

11.2 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 Victor Marine Ltd to the extent of sums due from the Buyer to the Victor Marine Ltd in respect of the goods.

11.3 Failure on the part of the Buyer to pay all sums owing in full when due shall give Victor Marine Ltd the right (without prejudice to any other remedies) to repossess the goods with or without prior notice and to enter upon any premises in which the goods may be for the purpose of repossession.

12. GOVERNING LAW OF CONTRACT:

The contract between Victor Marine Ltd and the Buyer shall be governed by the laws of England and shall be constructed and performed in accordance therewith.

13. MODIFICATION:

No modification or variation of the terms and conditions herein contained shall be binding on the Victor Marine Ltd unless in writing and signed by an authorised officer of the Victor Marine Ltd.

14. FORCE MAJEURE:

Victor Marine Ltd shall incur no liability for any delay in performance, or for the non-performance, of any of its obligations under this Agreement by reason of any cause beyond its reasonable control. This includes any act of God or war or terrorism, any breakdown, malfunction or failure of transmission in connection with or other unavailability of any wire, communication or computer facilities, any transport, port, or airport disruption, industrial action, acts and regulations and rules of any governmental or supra-national bodies or authorities or regulatory or self-regulatory organisation or failure of any such body, authority or organisation for any reason, to perform its obligations.

Victor Marine Ltd reserves the right to modify its product wherever it is found advisable.