

# TERMS AND CONDITIONS OF SALE

## 1. APPLICATION

- 1.1. These conditions apply to all contracts between Viz Reflectives and you the customer, and override all conditions stipulated by the customer, even if submitted in a later document.
- 1.2. No variation of these conditions is permitted unless agreed in writing by Viz Reflectives.

## 2. PRICE

- 2.1. The Price to be paid for the goods will be the Viz Reflectives price at the date when the goods are dispatched.
- 2.2. All prices are quoted in Sterling (£) Customers are required to place orders in Sterling. Unless agreed otherwise.
- 2.3. Orders under £800 net in value shall incur a carriage which will be charged at cost.

## 3. PAYMENT

- 3.1. Payment for the goods must be made within 30 days of the date of invoice unless otherwise specified on the invoice.
- 3.2. Payments shall be made in Sterling unless agreed otherwise.
- 3.3. In accordance with UK law, Viz Reflectives reserves the right to charge interest on overdue sums at the rate of 4% per annum above the Bank of England base rate, calculated on a daily basis from the date of due payment (see clause 3.1) to the date upon which payment is made.

## 4. DELIVERY

- 4.1. While we endeavour to ensure speedy delivery, Viz Reflectives shall not be responsible for any loss or damage arising from any delay in delivering all or part of any goods ordered.
- 4.2. Without prejudice to clause 4.1, Viz Reflectives will not be liable for any delay in delivery or non-delivery of goods or any breach of these conditions caused by any circumstances beyond Viz Reflectives control. Viz Reflectives reserve the right to cancel or suspend the whole or part of any delivery in such circumstances.

## 5. RISK AND PROPERTY

- 5.1. Goods supplied to the customer remain the property of Viz Reflectives until the full payment in cash or cleared funds has been received by Viz Reflectives for those goods and all other goods delivered by Viz Reflectives to the customer in respect of which payment is outstanding.
- 5.2. Until the title of the goods passes to the customer:
  - 5.2.1. The customer will hold those goods as Viz Reflectives bailee.
  - 5.2.2. The customer will protect, store and identify the goods by reasonable means so that they can be recognised as the property of Viz Reflectives.
  - 5.2.3. The customer may use the goods or sell them in the ordinary course of its business.
  - 5.2.4. If the customer is in breach of any of its obligations to Viz Reflectives, or the order or the contract for supply of goods is cancelled or capable of being cancelled under clause 8 below, and provided the goods are still in existence and have not been sold, Viz Reflectives may by notice require redelivery of the goods to it or without previous notice, retake possession of the goods and sell the goods. For the purpose of this clause the customer irrevocably authorises Viz Reflectives representatives to enter the premises on which the goods are situated and remove the goods at the customer's expense.
  - 5.2.5. Risk in all goods supplied to the customer will pass to the customer on delivery.

## 6. INSPECTION

- 6.1. If the goods or any of them are damaged or lost while in the custody of a carrier, Viz Reflectives will (at its option) either replace such goods or refund to the customer the cost price of them. This shall be the limit of Viewer's liability in respect of such goods.
- 6.2. In respect of non-delivery of goods, the customer must inform Viz Reflectives in writing within 7 days of the date of the invoice.
- 6.3. In the case of damage to any goods, the customer must notify Viz Reflectives within 48 hours of delivery, such notification to be confirmed in writing within the following 5 days.

## 8. TERMINATION

If there is appointed a Receiver, Administrator, or Administrative Receiver of the customer's property or assets or any part of them, or a court order is made or a resolution passed for the winding-up of the customer (except for the purpose of amalgamation or reconstruction) or if the customer commits any act of bankruptcy petition is presented against the buyer (or any analogous proceedings under the law of any country outside the United Kingdom are commenced), Viz Reflectives may by notice in writing to the customer cancel all orders and contracts between itself and the customer or any part of them remaining unfulfilled.

## 9. JURISDICTION

All contracts between Viz Reflectives and the customer shall be governed and construed in accordance with the laws of England, and the customer agrees to submit to the jurisdiction of the courts of law in England in respect of them.

## 10. DIVISIBILITY CLAUSE

This contract is divisible. Each delivery made hereunder shall be deemed to arise from a separate contract and shall be invoiced separately; any invoice for a delivery shall be payable in full in accordance with the terms of payment provided for herein, without reference to and notwithstanding any defect or default in delivery of any other instalment.



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