

## Terms and Conditions of Ventec International Group UK

### Preamble

A contract is formalised once an order is placed by the Buyer and accepted by Ventec International Group UK. This includes all written and orally conducted orders. The Buyer shall be deemed thereafter to have contracted under these written terms and conditions. This agreement represents the entire agreement between the Buyer and Ventec International Group UK. Each party warrants that no representation not recorded in this agreement has been made which has induced it to enter into this agreement. Nor failure, delay, relaxation or indulgence on the part of either party in exercising any power or right conferred upon such party in this agreement shall operate as a waiver of such a right. Any other conditions, warranties or representations or combination of these made orally or in writing given expressly or implied shall be excluded from these terms and conditions unless agreed, in advance, and in writing by a Director of Ventec International Group UK.

### 1 Definitions

In this Agreement, the following words shall have the following meanings:

'Buyer'	means the person, partnership, or company, placing the order for the goods
'Buyer's Provisions'	has the meaning given in Clause 3.1.
'Conditions'	has the meaning given in Clause 13.4.
'Delivery'	means the date and time the goods are delivered to the Buyer
'Goods'	means those set out in the order by the Buyer and stated in the quotation
'Price'	means the price stated in any quotation or on the price list
'Seller'	Ventec International Group UK.

### 2 Order

- 2.1 The Buyer orders, and the Seller agrees to sell, the Goods at the Price for delivery by the Delivery Date.
- 2.2 The quantity and description of the Goods are set out in the order

### 3 Conditions applicable

- 3.1 The express provisions of this Agreement shall apply to the sale of the Goods by the Seller to the Buyer. Any provisions not set out in this Agreement, including those of the Buyer which the Buyer applies or purports to apply, shall not be the terms and conditions concerning the sale of the Goods by the Seller to the Buyer, however such provisions are introduced (including but not limited to provisions included on purchase order(s), confirmations of order or similar documents) ('Buyer's Provisions'). For the avoidance of doubt, the Buyer acknowledges and agrees that the Seller shall not be bound by any of the Buyer's Provisions.
- 3.2 An order for the Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to the provisions of this Agreement.
- 3.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of this Agreement.
- 3.4 Any variation to the provisions of this Agreement (including any special terms and conditions agreed between the Parties) shall be inapplicable unless agreed in writing by the Seller.

### 4 Description

The Buyer acknowledges and agrees that any description which is given or applied to the Goods:

- 4.1 is only for the purpose of identifying the goods; and
- 4.2 shall not make this Agreement a sale by description; and

4.3 is not relied on by the Buyer when entering into this Agreement.

## **5 Sample**

The Buyer acknowledges and agrees that where a sample of the Goods have been shown and/or inspected by the Buyer:

5.1 the sole purpose of so doing was to enable the Buyer to judge the quality of the bulk; and

5.2 does not constitute a sale by sample.

## **6 Price**

The Buyer shall pay the Price for the Goods as stated in the Quotation/Price List [and not as stated in any quotation, estimate, documentation or given orally]

## **7 Payment**

7.1 Payment for the goods shall be made no later than 30 days from the end of the month following the invoice date, unless agreed in advance, in writing by a Director of Ventec International Group UK.

7.2 All amounts stated are exclusive of VAT and/or any other applicable taxes or levy, which shall be charged in addition at the rate in force at the date any payment is required from the Buyer.

7.3 If payment is not received by the due date, the Seller shall be entitled:

7.3.1 to charge interest on the outstanding amount at the rate of 5% per annum above the base lending rate of Barclays Bank plc, accruing daily;

7.3.2 to require that the Buyer make a payment in advance of any delivery not yet made;

7.3.3 not to make any delivery.

## **8 Delivery**

8.1 The Seller shall deliver the Goods to the address of the Buyer on the Delivery Date. The cost of delivery shall be in addition to the Price.

8.2 For the avoidance of doubt, the Delivery Date or other date given under this Agreement is no more than an estimate, and shall not be of the essence.

8.3 Any damage to Goods must be notified in writing to the Seller, within 48 hours of delivery in accordance with clause 12.

## **9 Risk**

The risk in the Goods shall pass to the Buyer on Delivery.

## **10 Property**

The property in the goods shall not pass to the Buyer until the Seller has received the payment of the Price (and any other sums that are due or owing to the Seller) in full, whether or not delivery has made.

## **11 Acknowledgment of examination**

The Buyer acknowledges and agrees:

11.1 the Seller has given the Buyer a reasonable opportunity to inspect the Goods;

11.2 that the Buyer has inspected the Goods;

11.3 that the Buyer has satisfied herself as to the condition of the Goods;

11.4 that the Seller has not given any warranty or condition as to the quality or fitness for any purpose of the Goods;

11.5 that all conditions or warranties, express or implied (whether by statute or otherwise) are expressly excluded;

11.6 that delivery of the Goods to the Buyer shall be conclusive evidence that the Buyer has examined the Goods and that the Goods are in conformity with the contract description, in good order and condition, of satisfactory quality and fit for any purpose to which they may be required.

## **12 Defects**

- 12.1 The Seller will, at its option, either make good by repair or the supply of a replacement, defects which, under proper use, appear in the Goods within a period of 3 months after the Goods have been delivered, provided that:
- (1) the Buyer notifies the Seller in writing of the claimed defects immediately on their appearance; and
  - (2) the Seller is satisfied that the defects arise solely from faulty design (other than a design made, furnished or specified by the Buyer for which the Seller has disclaimed responsibility in writing), materials or workmanship; and
  - (3) the Goods claimed to be defective are returned to the Seller.
  - (4) the Buyer warrants that he has complied with his obligations by storing the Goods in accordance with the Manufacturers' recommendations (copies available on request) and has treated the goods with proper care
- 12.2 The repaired or replacement Goods will be delivered to the Buyer to the original place of delivery, but otherwise subject to the provisions of this Agreement.
- 12.3 As an alternative to Clause 12.1, the Seller shall be, in its absolute discretion, entitled to return the Price to the Buyer if the Buyer has already paid the Price when the claimed defect is notified by the Buyer to the Seller.
- 12.4 The remedy provided in this Clause 12 is without prejudice to the other provisions of this Agreement, including, without limitation, Clause 13 below.

## **13 Liability**

- 13.1 a) Except in the case of death or personal injury caused by the Seller's negligence, the Seller's liability under or in connection with this Agreement, whether arising in contract, tort, negligence, breach of statutory duty or otherwise, shall not exceed the Price for the Goods supplied under this contract.
- b) Neither party shall be liable to the other party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other party of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill.

### **13.2 No implied warranties**

Each of the Parties acknowledges that, in entering into this Agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Agreement, and any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law.

## **14 Termination**

Without prejudice to any other right or remedy it might have, either party may terminate this Agreement at any time by notice in writing to the other party ('Other Party'), such notice to take effect as specified in the notice:

- 14.1 if the Other Party is in substantial breach of this Agreement and, in the case of a breach capable of remedy within 14 days, the breach is not remedied within 14 days of the Other Party receiving notice specifying the breach and requiring it to be remedied, or
- 14.2 if the Other Party becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Other Party (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Other Party's assets or business, or if the Other Party makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt.

## **15 General**

- 15.1 Force majeure

Neither Party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in

performance and when they cease to do so. If such circumstances continue for a continuous period of more than six months, either Party may terminate this Agreement by written notice to the other Party.

#### 15.2 Amendments

This Agreement may only be amended in writing signed by duly authorised representatives of the Parties.

#### 15.3 Assignment

Subject to the following sentence, neither Party may assign, delegate, sub-contract, mortgage, charge or otherwise transfer any or all of its rights and obligations under this Agreement without the prior written agreement of the other Party. A Party may, however, assign and transfer all its rights and obligations under this agreement to any person to which it transfers all of its business, provided that the assignee undertakes in writing to the other Party to be bound by the obligations of the assignor under this Agreement.

#### 15.4 Entire agreement

This Agreement contains the whole agreement between the parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement. Nothing in this Agreement excludes liability for fraud.

#### 15.5 Waiver

No failure or delay by the Seller in exercising any right, power or privilege under this Agreement shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

#### 15.6 Agency, partnership etc

This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

#### 15.7 Further assurance

Each Party to this Agreement shall at the request and expense of the other or any of them execute and do any deeds and other things reasonably necessary to carry out the provisions of this Agreement or to make it easier to enforce.

#### 15.8 Severance

If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

#### 15.9 Announcements

No Party shall issue or make any public announcement or disclose any information regarding this agreement unless prior to such public announcement or disclosure it furnishes all the Parties with a copy of such announcement or information and obtains the approval of such persons to its terms. However, no Party shall be prohibited from issuing or making any such public announcement or disclosing such information if it is necessary to do so to comply with any applicable law or the regulations of a recognised stock exchange.

#### 15.10 Interpretation

In this Agreement unless the context otherwise requires:

15.10.1 words importing any gender include every gender;

15.10.2 words importing the singular number include the plural number and vice versa;

15.10.3 words importing persons include firms, companies and corporations and vice versa;

- 15.10.4 references to numbered clauses and schedules are references to the relevant clause in or schedule to this Agreement;
- 15.10.5 reference in any schedule to this Agreement to numbered paragraphs relate to the numbered paragraphs of that schedule;
- 15.10.6 any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;
- 15.10.7 the headings to the clauses, schedules and paragraphs of this Agreement are not to affect the interpretation;
- 15.10.8 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment;
- 15.10.9 where the word 'including' is used in this Agreement, it shall be understood as meaning 'including without limitation'.

#### 15.11 Notices

- 15.11.1 Any notice to be given under this Agreement shall be in writing and shall be sent by first class mail or air mail, or by facsimile or e-mail (confirmed by first class mail or air mail), to the address of the relevant Party set out at the head of this Agreement, or to the relevant facsimile number set out below, or such other address or facsimile number as that Party may from time to time notify to the other Party in accordance with this clause .
- 15.11.2 Notices sent as above shall be deemed to have been received three working days after the day of posting (in the case of inland first class mail), or seven working days after the date of posting (in the case of air mail), or on the next working day after transmission (in the case of facsimile messages, but only if a transmission report is generated by the sender's facsimile machine recording a message from the recipient's facsimile machine, confirming that the facsimile was sent to the number indicated above and confirming that all pages were successfully transmitted).
- 15.11.3 In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and despatched and despatch of the transmission was confirmed and/or acknowledged as the case may be.

#### 15.12 Law and jurisdiction

The validity, construction and performance of this Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

#### 15.13 Third parties

For the purposes of the Contracts (Rights of Third Parties) Act 1999 and notwithstanding any other provision of this Agreement this Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.