

Standard conditions of sale

All orders are subject to our full terms and conditions. Nothing in these conditions affects your statutory rights.

1. Definitions

- 1.1 "Buyer" means the person who buys or agrees to buy the Products from the Seller.
- 1.2 "Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller.
- 1.3 "Delivery date" means the date specified by the Seller when the Products are to be delivered.
- 1.4 "Products" means those goods specified.
- 1.5 "Price" means the price for the Products including carriage, packing and VAT.
- 1.6 "Seller" means Visual-q Ltd.
- 1.7 "Consumer" shall bear the meaning ascribed in section 12 Unfair Contract Terms Act 1977.

2. Conditions applicable

- 2.1 Nothing in these conditions shall affect the buyer's statutory rights as a consumer.
- 2.2 The Seller shall sell and the Buyer shall purchase the products in accordance with any written quotation of the Seller which is accepted by the Buyer, or any written or verbal order of the Buyer which is accepted by the Seller including but not limited to orders placed using the Seller's electronic online ordering service, subject in any case to these conditions, which shall govern the contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or is purported to be made, by the Buyer.
- 2.3 Any typographical or clerical or other error or omission in any web site, sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.
- 2.4 If any provision of these conditions is adjudged invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of those provisions in question shall not be affected.
- 2.5 If the Seller does not have sufficient stock to be able to deliver the goods ordered by the Buyer then any sum paid by the Buyer will be refunded or re-credited to your account and the Seller will notify you at the address given by you in your order form. The refund will be made as soon as possible and, in any event, within 30 days of your order and the Seller will not be obliged to offer any compensation for disappointment suffered.

3. The price and payment

3.1 Save as provided otherwise herein the Price shall be that as stipulated in the Seller's published price list current at the date of order of the Products. Any event of any increase in the cost to the Seller of raw materials, labour, overheads, or any increase in taxes or duties, or any variation in exchange rate the Seller may increase the Price payable under the contract upon written notice. If notice of price increase is given by the seller, the buyer shall have the right to cancel the order and receive back any sums they have paid. Notice of cancellation must be received in writing by the seller within seven days of delivery of the notice of price increase to the buyer.

3.2 Unless otherwise expressly agreed, where credit terms are agreed then payment of the Price shall be due within 30 days of delivery. Time for payment shall be of the essence. If the Buyer does not pay the price when due the Seller may bring an action for the Price even though property in the Products has not been passed to the Buyer.

3.3 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at the rate of 5% above bank base rate from time to time in force and shall accrue at such a rate after as well as before any judgement.

4. The products

- 4.1 The quantity and description of the Products shall be set out in the Seller's quotation.
- 4.2 The Seller may make any changes in the specification of the Products which do not materially affect their quality or performance required to conform with any applicable statutory requirements where the Products are supplied to the Seller's specification.
- 4.3 Photographs are for illustrative purpose only, and may not exactly match the product itself.

5. Warranties, liability and Cooling Off Period

5.1 All goods supplied by the Seller come with a manufacturer's warranty of at least 12 months.

5.2 The Seller shall provide the Buyer with such information as is required to claim under the manufacturer's warranties. In the event of a claim, the Buyer shall in the first instance contact the Seller's customer service department.

5.3 The Seller does not provide any warranty cover against defects in his own right.

5.4 Except where the Buyer acts as a Consumer all other warranties, conditions and terms relating to fitness for purpose, satisfactory quality or conditions of the products whether implied by statute or common law or otherwise are excluded to the fullest extent of the law.

5.5 Insofar as is permitted by law, our only liability to you under these terms and conditions will be, at our sole discretion, to make good any shortage or non-delivery, to replace or repair any goods which are received by you in a damaged or defective state or to refund to you any sums actually paid by you for the goods in question. We will not be liable to you for any indirect or consequential loss or damage arising out of any problem you notify to us and will have no liability to you for any failure or delay in delivering goods or any damage or defect in goods delivered which is caused by any event or circumstance which is beyond our reasonable control. Nothing in this Clause 5 affects your statutory rights as a consumer.

5.6 If goods are being returned to us because they are not required or found to be unsuitable for their intended purpose, please inform Customer Services on 01784 477780 or e-mail info@visual-q.co.uk of your intention to return them to us within the 7 days Cooling off period and we will authorise with a Goods Return Number. A full refund for the items will be made within 14 days of the return date. The cost of returning these items in good condition must be paid for by the purchaser. Returns under warranty should likewise be advised by e-mail before posting. Please parcel the goods securely and enclose a copy of our Returns Note and the original packaging so that we can deal with your replacement promptly. The cost of returning the goods will in the first instance be borne by the purchaser. In cases of confirmed warranty claims this return postage will be refunded.

6. Delivery

6.1 Delivery of the products shall be made by the Seller or his agent notifying the Buyer that the products are available for collection at the Sellers premises or for delivery to such place as the Buyer may specify at the time the order is placed.

6.2 The Seller shall use his reasonable endeavours to meet any date agreed for delivery.

6.3 In any event time of delivery shall not be of the essence.

6.4 The Seller shall not be liable for any delay in delivery howsoever caused.

6.5 In the case of goods purchased by credit card, those goods can only be shipped to the credit card holders address and must be signed for on delivery.

6.6 Accelerated delivery may be subject to a delivery charge. This will be specified at the time of ordering.

6.7 Delivery outside mainland UK is subject to a delivery charge. This will be specified at the time of ordering.

7. Acceptance of the products

7.1 Other than where the Buyer acts as a Consumer the Buyer shall be deemed to have accepted the Products 7 working days after delivery to the Buyer.

7.2 After acceptance the Buyer shall not be entitled to reject Products which are not in accordance with the contract.

8. Title and risk

8.1 Risk of damage to or loss of the Products shall pass to the Buyer upon delivery.

8.2 Notwithstanding any other provision herein title in the Products shall not pass to the Buyer until the Seller has received in cash or clear funds payment in full.

8.2 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Products which remain the property of the Seller, but if the Buyer does so all moneys owing to the Seller shall (without prejudice to any other right or remedy on the Seller) immediately become due and payable.

9. Insolvency of buyer

9.1 This clause applies if:

9.1.1 The Buyer makes any voluntary arrangements with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt, or (being a company) goes into

liquidation (otherwise than for the purposes of amalgamation or reconstruction).

or

9.1.2 An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer.

or

9.1.3 The Buyer, not being a consumer, ceases, or threatens to cease, to carry on business.

or

9.1.4 The Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

9.2 If the Clause applies, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the contract or suspend any further deliveries under the contract without any liability to the Buyer, and if the Products have been delivered but not paid for the Price shall become immediately due and payable that despite any previous arrangement or agreement to the contrary.

10. General

10.1 Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to strikes, lock outs, accidents, war, fire, reduction in or unavailability of power at the Seller's premises or its manufacturing plant, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

10.2 Any notice required or permitted to be given by either party to the other under the conditions shall be in writing and in the case of notices to the Seller, addressed to the Seller at its registered office or in the case of notices to the Buyer, at the Buyer's address as provided to the Seller.

10.3 We are committed to protecting your privacy. We will only use the information that we collect about you lawfully and we do not sell, rent or exchange your personal information with any third party for commercial reasons (in accordance with the Data Protection Act 1998)

11. Headings

11.1 The headings of the Clauses in these conditions are intended for reference only and will not affect the construction of these conditions.

11.2 Representations

No statement, description, warranty condition or recommendation contained in any catalogue, price list or advertisement or communication or made verbally by any of the Agents or Employees of the Seller shall be construed to enlarge, vary or override in any way thereof any of these conditions.

11.3 Additional costs

The Buyer agrees to pay for any loss or extra cost incurred by the Seller through the Buyers instructions or lack of instructions or through failure or delay in taking delivery or through any acts or default on the part of the Buyer, its servants, agents or employees.

12. Proper law of contract

This Contract shall be governed by the law of England and Wales and any dispute, question or remedy howsoever arising determined exclusively by the Courts of England and Wales

13. Privacy Policy

Visual-q Ltd is committed to protecting your privacy and will only use the information that we collect about you lawfully (in accordance with the Data Protection Act 1998)

Visual-q Ltd does not disclose buyers' information to third parties other than when order details are processed as part of the order fulfilment. In this case, the third party will not disclose any of the details to any other third party.

Data collected by this site is used to:

- a. Take and fulfil customer orders.
- b. Administer and enhance the site and service.
- c. Disclose information to third-parties for goods delivery purposes only.