

1.1 These Terms and Conditions shall apply to the purchase of the goods detailed overleaf ("Goods") by you ("Buyer") from VDT Direct Ltd [a company registered in England & Wales under number 6812615] whose registered office is at 6A Hazel Court, Blidworth, Notts, NG21 0RY, UK ("Seller") and to the payment of this invoice. No other terms and conditions shall apply to the sale of the Goods or to this invoice unless agreed upon in writing between the Buyer and Seller.

1.2 The essence of these Terms and Conditions remains the same as those included with the Seller's quotation. The tense has been altered to reflect the inclusion of these Terms and Conditions in an invoice.

2. Interpretation

- 2.1 A "business day" means any day other than a Saturday, Sunday or bank holiday.
- 2.2 The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.
- 2.3 Words imparting the singular number shall include the plural and vice-versa.

3. Goods

3.1 The description of the Goods are as set out in the Seller's technical specification documentation and confirmed in the quotation and this invoice. In accepting this quotation the Buyer has acknowledged that it does not rely on any other representations regarding the Goods save for those made in writing by the Seller. No descriptions of the Goods set out in the Seller's technical specification documentation shall be binding on the Seller and are intended as a guide only.

3.2 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform to any applicable safety or other statutory or regulatory requirements.

4. Price

- 4.1 Subject to sub-Clause 4.2, the price ("Price") of the Goods shall be that detailed in the quotation, accepted by the Buyer and confirmed in this invoice.
- 4.2 Any increase in the cost of the Goods to the Seller due to any factor beyond the Seller's control including, but not limited to, material costs, labour costs, alteration of exchange rates or duties, or changes to delivery rates, shall be reflected in this invoice in accordance with the Seller's right to increase the Price prior to delivery.
- 4.3 Any increase in the Price under sub-Clause 4.2 shall only take place upon the Seller informing the Buyer of the increase in writing and the Buyer will have the right to accept the increase or cancel the contract for sale.
- 4.4 The Price is exclusive of fees for packaging and transportation / delivery.
- 4.5 The Price is exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

5. Basis of Sale

- 5.1 The quotation constitutes written acceptance and confirmation by the Seller of the Buyer's order for the Goods.
- 5.2 The quotation is a contractual offer to sell the Goods which the Buyer has accepted. The Seller and the Buyer have entered into a contract for the sale of the Goods.

6. Payment

- 6.1 The Buyer shall pay the Price stated in this invoice immediately upon presentation of the invoice to the buyer
- 6.2 Payment must be made by the Buyer notwithstanding that delivery may not have taken place and / or that the property in the Goods has not passed to the Buyer.
- 6.3 If the Buyer fails to make payment within the period in sub-Clause 6.1, the Seller shall suspend deliveries to the Buyer, cancel any pending orders from the Buyer
- 6.4 Time for payment is of the essence of the Contract between the Seller and the Buyer.
- 6.5 All payments must be made in GBP unless otherwise agreed in writing between the Seller and the Buyer.

7. Delivery

The Seller has delivered the Goods to the Buyer, enclosing this invoice, or has notified the Buyer that the Goods are ready for collection by the Buyer, or has agreed with the Buyer to deliver the Goods on a future date in accordance with the Buyer's instructions.

8. Inspection of Goods

- 8.1 The Buyer is under a duty to inspect the Goods on delivery or collection.
- 8.2 If the Goods cannot be examined, the carriers note or such other note as appropriate must be marked "not examined".
- 8.3 If the Buyer identifies any damage or shortages it must inform the Seller in writing within 5 days of delivery, providing details of the alleged damage or shortage. The Seller shall not be liable if the Buyer fails to provide such notice.
- 8.4 The Seller must be permitted to inspect the affected Goods before the Buyer uses, alters or modifies them in any way.
- 8.5 Subject to the Buyer's compliance with this Clause 8 and the Seller's agreement with any alleged damage or shortages, the Seller shall make good any and all damage and shortages within a reasonable time.
- 8.6 The Seller shall be under no liability for and shall not indemnify the Buyer against any matters arising from damage or shortages.

9. Returns

- 9.1 All goods sold by the company are warranted free from defects in materials and workmanship. If the company shall receive a written complaint in respect of goods found to be defective in respect of materials or workmanship only within 14 days of delivery, the company after it has had a reasonable time to investigate the same shall examine the goods in dispute shall be entitled at its option to repair or replace the defective goods or refund the purchase price, thereafter the goods will be repaired or replaced under warranty.
- 9.2 No claim will be entertained in respect of any goods which have been repaired or altered in any way or have been subject of any accident or damage caused by any innocent, wilful or negligent act or omission of the customer its employees or agents or by circumstances beyond the control of the company or goods which cannot be shown to have been supplied by the company.
- 9.3 The company offers a 2 year return to base service for products that are under warranty. Return carriage is payable by the customer but for successful warranty claims will be reimbursed by the Seller. A RAN number must be sought before the goods are returned.

9.4 The company will NOT in any circumstances issue advanced replacements. A customer placing a new order for a product used to replace the alleged defective product will do so at his/their own risk and shall not request or seek from the company a credit against the defective product once returned.

9.5 For products returned from outside the UK mainland the customer is additionally responsible for any duties levied on importation and for compliance with H.M. Customs and Excise Regulations in all respects on importation and re-export. (reimbursement?)

10. Risk and Title

- 10.1 Risk of damage to or loss of the Goods shall pass to the Buyer either when the Goods are delivered to the Buyer or when the Seller notifies the Buyer that the Goods are ready for collection.
- 10.2 If the Buyer wrongfully fails to take delivery of the Goods, risk shall pass to the Buyer at the time when the Seller has tendered delivery of the Goods.
- 10.3 Legal and beneficial title in the Goods shall not pass to the Buyer until the Seller has received, in cash or cleared funds, payment in full of the Price.
- 10.4 The Seller reserves the right to repossess any Goods in which the Seller retains legal and beneficial title if full payment is not received in accordance with Clause 6. In the event of such repossession the Buyer shall deliver the Goods in which legal and beneficial title has not passed to the Seller at its own cost.
- 10.5 The Buyer's right to possession of the Goods in which the Seller retains legal and beneficial title shall terminate if:
 - (a) the Buyer commits a material breach of its obligations under these Terms and Conditions;
 - (b) the Buyer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors;
 - (c) the Buyer enters into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or
 - (d) the Buyer convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertakings or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Buyer, notice of intention to appoint an administrator is given by the Buyer or any of its directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer.

11. Rights, Warranties and Liability

- 11.1 If as a result of Seller's negligence the Buyer suffers loss or damage the Seller will reimburse the Buyer for that portion of loss or damage for which the Seller is found liable.
- 11.2 The exclusions of liability contained within this Clause 11 shall not exclude or limit the liability of the Seller:
 - (a) for death or personal injury caused by the Seller's negligence;
 - (b) for any matter for which it would be illegal for the Seller to exclude or limit its liability; and
 - (c) for fraud or fraudulent misrepresentation.

12. Communications

- 12.1 All notices under these Terms and Conditions shall be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).
- 12.2 Notices shall be deemed to have been duly given:
 - (a) when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
 - (b) when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;
 - (c) on the fifth business day following mailing, if mailed by national ordinary mail; or
 - (d) on the tenth business day following mailing, if mailed by airmail.
- 12.3 All notices under these Terms and Conditions shall be addressed to the most recent address, email address or fax number notified to the other party.

13. Force Majeure

Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

14. No Waiver

No waiver by the Seller of any breach of these Terms and Conditions by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

15. Severance

In the event that one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (which shall remain valid and enforceable).

16. Law and Jurisdiction

- 16.1 These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 16.2 Any dispute, controversy, proceedings or claim between the Seller and the Buyer relating to these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.