



Vehicle Integration People Limited (VIP)

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Terms & Conditions of Sale

1. Basis of all sales

- 1.1 All goods sold and all services provided by the Company are sold and provided subject to these conditions, which will govern the Contract to the exclusion of any other terms and conditions subject to which any quotation is accepted or purported to be accepted, or any order is made or purported to be made, by the Buyer.
- 1.2 No variation to these Conditions will be binding unless specifically identified and agreed in writing between the authorised representatives of the Buyer and the Company.
- 1.3 The Company's employees or agents are not authorised to make any representations concerning the Goods or Services unless confirmed by the Company in writing. In entering into the Contract the Buyer acknowledges that it does not rely on any such representations which are not so confirmed.
- 1.4 Any advice or recommendation given by the Company or its employees to the Buyer or its employees or agents as to the Services, or the storage, application or use of the Goods which is acted upon entirely at the Buyer's own risk, and accordingly the Company will not be liable for any such advice or recommendation which is not so confirmed. Except as expressly warranted in writing by the Company to the Buyer, no warranty is given that the Goods are fit for any particular purpose or will meet any particular performance figures or tolerances.
- 1.5 All information supplied to the Buyer by the Company in relation to the Goods or Services before a Contract is made and the descriptions and illustrations contained in the Company's catalogues, price lists, price guides and other advertising media (including without limitation the Company's web-site) are approximate, being a general description by way of identification only and such information and descriptions will not in any circumstances constitute a sale by description, nor will any statement made in any such document, on the Company's web-site or any other electronic media, or any other statement made, whether orally or in writing, by or on behalf of the Company, be deemed to be a representation by which the Buyer has been induced to enter the Contract.
- 1.6 Unless otherwise expressly agreed in writing, any specimen of Goods which may be submitted by the Company to the Buyer is intended for the purposes of identification and illustration only and the Contract will not be deemed to be a sale of the Goods by sample.
- 1.7 Any typographical, clerical or other error or omission in any sales literature, quotation, catalogue, price list, acceptance of offer, invoice or other document or information issued by the Company (including without limitation on the Company website) will be subject to correction without any liability on the part of the Company.

2. Orders and specifications

- 2.1 No order submitted by the Buyer will be deemed to be accepted by the Company unless and until confirmed in writing and allocated an order number by the Company's authorised representative.
- 2.2 The Buyer will be responsible to the Company for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Company any necessary information relating to the Goods or Services within a sufficient time to enable the Company to perform the Contract in accordance with its terms. The Company may cancel the Contract (and/or any other contract between the Company and the Buyer) by giving written notice to the Buyer if such information is not provided in a timely manner.
- 2.3 The quantity, quality and description of and any specification for the Goods and the Services will be those set out in the Company's quotation (if accepted by the Buyer) or the Buyer's order (to the extent accepted by the Company).
- 2.4 The Company reserves the right to make any changes in the specification of the Goods or Services which are required to conform with any applicable statutory or EC requirements or, where the Goods or Services are to be supplied to the Company's specification, which do not materially diminish their quality or performance.
- 2.5 No order which has been accepted by the Company may be cancelled by the Buyer except with the agreement in writing of the Company and on terms that the Buyer will indemnify the Company in full against all loss (including without limitation loss of profit), costs (including without limitation the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation.
- 2.6 No item that is specially ordered for a customer can be cancelled at any time after acceptance of order. The company may at discretion allow re-stocking of an item upon forfeiture of 40% of the ordered goods price.
- 2.7 The Company may ask for part payment of goods / services upon booking. These are typically 10-70% of the final invoice total, and will be deemed as non-refundable upon cancellation of booking and / or supply of goods. Certain non-stock items may require a non-refundable payment of up to 100% of the order value before they are ordered. Discretion may be given as per section 2.6.

3. Price of the goods

- 3.1 The price of the Goods and Services will be the Company's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Company's published price list current at the date of acceptance of the order. Unless accepted earlier by the Buyer, all prices quoted are valid for 30 days only, (after which time the Company may alter them without giving notice to the Buyer).
- 3.2 The Company reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods and Services to reflect any increase in the cost to the Company which is due to any factor beyond the direct control of the Company (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods or Services which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Company adequate information or instructions.
- 3.3 Except as otherwise stated under the terms of any quotation or tender or in any price list or price guide of the Company, and unless otherwise agreed in writing between the Buyer and the Company, all prices are given by the Company on an ex works basis, and where the Company agrees to deliver the Goods otherwise than at the Company's premises, the Buyer will be liable to pay the Company's charges for transport, packaging and insurance.
- 3.4 The price is exclusive of any applicable value added tax for trade Buyers, which the Buyer will be additionally liable to pay to the Company, or which includes VAT for retail Buyers.

4. Terms of payment

- 4.1 Subject to any special terms agreed in writing between the Buyer and the Company, the Company will be entitled to invoice the Buyer for the price of the Goods and Services on or at any time after delivery of the Goods (or performance of the Services), unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, (or in the case of Services wrongfully fails to facilitate performance of the Services) in which event the Company will be entitled to invoice the Buyer for the price at any time after the Company has notified the Buyer that the Goods are ready for collection or (as the case may be) the Company has tendered delivery of the Goods, (or in the case of Services the Company has notified the Buyer of its readiness to perform the Services).

- 4.2 The Buyer will pay the price of the Goods and Services (less any discount to which the Buyer is entitled, but without any other deduction) within agreed terms, or 30 days after end of month of invoice Company's invoice, and the Company will be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the price will be of the essence of the Contract. Receipts for payment will be issued only upon request. Payments to the Company must be made in sterling unless otherwise agreed
- 4.3 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company will be entitled to cancel the Contract or suspend any further deliveries to (or performance of services for) the Buyer (under this or any other contract between the Buyer and the Company); appropriate any payment made by the Buyer to such of the Goods or Services (or the goods or services supplied under any other contract between the Buyer and the Company) as the Company may think fit (notwithstanding any purported appropriation by the Buyer); and charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 2.5 per cent per annum above the Barclays Bank PLC base rate from time to time, from the invoice date until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

5. Delivery

- 5.1 Delivery of the Goods will be made by the Buyer collecting the Goods at the Company's premises at any time after the Company has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed by the Company, by the Company delivering the Goods to that place.
- 5.2 Any dates quoted for delivery of the Goods or performances of the Services are approximate only and the Company will not be liable for any delay in delivery of the Goods or performance of the Services however caused. Time for delivery of Goods or performance of Services will not be of the essence of the Contract unless previously expressly agreed by the Company in writing. The Goods may be delivered by the Company in advance of the quoted delivery date upon giving reasonable notice to the Buyer.
- 5.3 Where the Goods are to be delivered in instalments, each delivery will constitute a separate contract and failure by the Company to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments will not entitle the Buyer to treat the Contract as a whole as repudiated. This does not apply to items purchased as identifiable end products but which are delivered disassembled in separate loads for on-site assembly at the Buyer's or the Buyer's customer's premises.
- 5.4 If the Company fails to deliver the Goods (or, except as aforesaid, any instalment), or to perform the Services for any reason other than any cause beyond the Company's reasonable control or the Buyer's fault, and (subject to the above and to the warranty limitations below) the Company is accordingly liable to the Buyer, the Company's liability will be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods appropriate to replace those not delivered, over the price of the Goods.
- 5.5 If the Buyer fails to take delivery of the Goods or fails to give the Company adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Company's fault) then, without prejudice to any other right or remedy available to the Company, the Company may:
- 5.5.1 Store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; and/or
- 5.5.2 Sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) charge the Buyer for any shortfall below the price under the Contract.

6. Risk and property

- 6.1 Risk of damage to or loss of the Goods will pass to the Buyer:
- 6.1.1 In the case of Goods to be delivered at the Company's premises, at the time when the Company notifies the Buyer that the Goods are available for collection; or
- 6.1.2 In the case of Goods to be delivered otherwise than at the Company's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Company has tendered delivery of the Goods.
- 6.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods will not pass to the Buyer until the Company has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Company to the Buyer for which payment is then due.
- 6.3 Until such time as the property in the Goods passes to the Buyer, the Buyer will hold the Goods as the Company's fiduciary agent and bailee, and will keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Company's property, but the Buyer will be entitled to resell or use the Goods in the ordinary course of its business.
- 6.4 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Company will be entitled at any time to require the Buyer to deliver up the Goods to the Company and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.
- 6.5 The Buyer will not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Company, but if the Buyer does so all moneys owing by the Buyer to the Company will (without prejudice to any other right or remedy of the Company) forthwith become due and payable.

7. Warranties and liability

- 7.1 Subject to the conditions set out below the Company warrants:-
- 7.1.1 that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of at least 12 months (or specified on invoice otherwise) from delivery in the case of Goods which are new and 3 months from delivery in the case of Goods which are reconditioned unless otherwise stated on the invoice; and
- 7.1.2 That insofar as the Goods are designed by the Company, the Goods will be free from defects, appearing within the warranty period, resulting from errors in the Company's design; and
- 7.1.3 All Services provided to the Buyer by the Company will be carried out with reasonable care and skill.
- 7.2 The above warranty is given by the Company subject to the following conditions:
- 7.2.1 The Company will be under no liability in respect of any defect in (or to the extent any defect is caused by) goods (including without limitation materials and parts) or services supplied by the Buyer whether as free-issue or otherwise;
- 7.2.2 The Company will be under no liability in respect of any defect arising from improper storage, fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to provide competent supervision, failure to follow the Company's instructions (whether oral or in writing), incorrect installation, maintenance, misuse or alteration or repair of the Goods without the Company's approval in each case by anyone other than the Company;
- 7.2.3 The Company will be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods and Services has not been paid by the due date for payment;

- 7.2.4 the above warranty does not extend to parts, materials or equipment not supplied directly by the Company, or services not provided directly by the Company, in respect of which the Buyer will only be entitled to the benefit of any such warranty or guarantee as is given by the supplier or service provider to the Company;
- 7.2.5 The Company or its agent is given a reasonable opportunity safely to inspect the Goods or Services which are alleged to be defective (with the Buyer bearing all reasonable costs of such inspection); and
- 7.2.6 The Goods which are alleged to be defective are returned to the Company's works with transportation charges prepaid (unless the Company agrees otherwise).
- 7.3 Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 7.4 Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Buyer are not affected by these Conditions.
- 7.5 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification will (whether or not delivery is refused by the Buyer) be notified to the Company within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify the Company accordingly, the Buyer will not be entitled to reject the Goods and the Company will have no liability for such defect or failure, and the Buyer will be bound to pay the price as if the Goods had been delivered in accordance with the Contract.
- 7.6 Where any valid claim in respect of any of the Goods or Services which is based on any defect in the quality or condition of the Goods or Services or their failure to meet specification is notified to the Company in accordance with these Conditions, the Company will be entitled to replace the Goods (or the part in question) or re-perform the Services free of charge or, at the Company's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), but the Company will have no further liability to the Buyer. The Company will be entitled to invoice the Buyer for any replacement Goods sent to the Buyer or Services re-performed for the Buyer prior to the resolution of any complaint.
- 7.7 The Company's liability for personal injury or death caused by its negligence will not be limited and all other provisions of the Contract will be subject to this statement.
- 7.8 Subject to clause 7.7; the Company will not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract:
- 7.8.1 for any loss or profit, business, contracts, revenues or anticipated savings, wasted processing costs, costs of Buyer's management and employee time, disruption, loss of use of any of the following namely vessels, vehicles, engines, machinery or other plant, damage to goodwill or reputation and any loss resulting from any claim by a third party; nor
- 7.8.2 for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever; whether (in any such case referred to in clauses 7.8.1 or 7.8.2) caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer or the supply of the Services, and the entire liability of the Company under or in connection with the Contract will not, except as expressly provided in these Conditions, exceed the price of the defective Goods or Services, or the higher sum set out in the Contract as being the Company's agreed limitation on liability.
- 7.9 The Company will not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Goods or Services, if the delay or failure was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing, the following will be regarded as causes beyond the Company's reasonable control:
- 7.9.1 Act of God, explosion, flood, tempest, fire or accident;
- 7.9.2 War or threat of war, sabotage, insurrection, civil disturbance or requisition;
- 7.9.3 Acts, restrictions, regulations, bye laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- 7.9.4 Import or export regulations or embargoes;
- 7.9.5 Strikes, lock outs or other industrial actions or trade disputes (whether involving employees of the Company or of a third party);
- 7.9.6 Difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- 7.9.7 Power failure, breakdown in machinery or vehicles or traffic congestion.
- 7.10 The Buyer is asked to note the limitations on the Company's liability set out in these conditions. The Company's prices are based on the level of liability provided by these conditions being accepted by the Buyer. The Company may accept a higher level of liability, particularly in respect of Contracts of substantial value, but only if expressly agreed in writing and only if an appropriate additional charge is agreed.
- 7.11 The Buyer hereby indemnifies the Company against all loss, damages, costs and expenses awarded against or incurred by the Company in connection with or arising out of the use by the Company of goods or services provided to it by the Buyer for the purposes of the Contract whether as free issue or otherwise.
- 7.12 The Company from time to time at its discretion offer a vehicle collection and / or delivery service. We are fully insured for the road risk of the driver and vehicle. All vehicles being driven must be road legal and should be taxed and tested. The Company will not be held liable for any malfunction or breakdown of the vehicle whilst it is under our command / use. We will accept any penalties / offences committed by our driver during transportation, and will furnish any necessary data upon request. All vehicles should be road worthy and conform to local legislation.

8. Insolvency of Buyer

- 8.1 This clause applies if:
- 8.1.1 the Buyer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
- 8.1.2 An encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or
- 8.1.3 The Buyer ceases, or threatens to cease, to carry on business; or

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

8.2 If this clause applies then, without prejudice to any other right or remedy available to the Company, the Company will be entitled to cancel the Contract or suspend any further deliveries under the Contract (and to cancel or suspend deliveries in respect of any other contract between the Company and the Buyer) without any liability to the Buyer, and if the Goods have been delivered but not paid for the price will become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

9. Export terms

9.1 In these Conditions "Incoterms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms will have the same meaning in these Conditions, but if there is any conflict between the provisions of Incoterms and these Conditions, the latter will prevail.

9.2 Where the Goods are supplied for export from the United Kingdom, the provisions of this clause 9 will (subject to any special terms agreed in writing between the Buyer and the Company) apply notwithstanding any other provision of these Conditions.

9.3 The Buyer will be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties on them.

9.4 The Buyer will be responsible for arranging for testing and inspection of the Goods at the Company's premises before shipment. The Company will have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which are made after shipment, or in respect of any damage during transit.

9.5 Payment of all amounts due to the Company will be made either in advance of dispatch of the Goods or by confirmed irrevocable letter of credit opened by the Buyer in favour of the Company and confirmed by a bank acceptable to the Company or, if the Company has agreed in writing on or before acceptance of the Buyer's order to waive these requirements, by acceptance by the Buyer and delivery to the Company of a bill of exchange drawn on the Buyer payable 60 days after sight to the order of the Company at such branch of Bank in England as may be specified in the bill of exchange or such other payment arrangement as may be agreed in writing.

9.6 The Buyer undertakes not to offer the Goods for resale in any country notified by the Company to the Buyer at or before the time the Buyer's order is placed, or to sell the Goods to any person if the Buyer knows or has reason to believe that that person intends to resell the Goods in any such country.

10. General

10.1 The Company is known as Vehicle Integration People Limited. The Buyer is not entitled to assign or sub-contract any of its obligations under the Contract without the Company's prior written consent (which will not be unreasonably withheld).

10.2 Any notice required or permitted to be given by either party to the other under these Conditions will be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

10.3 No waiver by the Company of any breach of the Contract by the Buyer will be considered as a waiver of any subsequent breach of the same or any other provision.

10.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question will not be affected.

10.5 Nothing in these Conditions will confer on any third party any benefit or the right to enforce any of these Conditions

10.6 The Contract will be governed by the laws of Northern Ireland, England, Scotland and Wales, and the Buyer agrees to submit to the non-exclusive jurisdiction of the relevant courts.

11 Interpretation

11.1 In these Conditions:

"BUYER" means the person who accepts a tender or quotation from the Company for the sale of the Goods or Services or whose order for the Goods or Services is accepted by the Company

"GOODS" means the goods (including any instalment of the goods or any parts for them) which the Company is to supply in accordance with these Conditions

"SERVICES" means the services which the Company is to supply in accordance with these Conditions

"CONDITIONS" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Company

"CONTRACT" means the contract for the purchase and sale of the Goods and/or Services

"COMPANY" means Vehicle Integration People Limited [Company Registration Number 607793] of 3b M12 Business Park, Charlestown New Road, Carn, Portadown, Armagh, BT63 5PP. VAT Registration Number GB 117 1606 41.