

Visualised it Ltd - Terms and Conditions of Sales

THIS AGREEMENT is dated

BETWEEN:

VISUALISED IT LIMITED incorporated and registered in England and Wales with company number 08609954 whose registered office is at Digital Media Centre, County Way, Barnsley, South Yorkshire, S70 2JW ("**Seller**") and

Any company or individual incorporated and registered in England and Wales ("**Buyer**").

AGREED TERMS

1. DEFINITIONS

In these terms and conditions:-

"Goods and/or services" the products and/or services supplied by the Seller (either wholly or in instalments) which are the subject of an order placed by the Buyer with the Seller.

"Contract" the Contract for the purchase and sale of the goods and/or services to the exclusion of any terms and conditions of purchase of the Buyer (see 2a).

2. APPLICATION OF TERMS AND CONDITIONS

2.1 These terms and conditions shall apply to all Contracts for the sale of the goods and/or services entered into by the Seller.

2.2 No variation of these terms and conditions shall be binding unless agreed to in writing by the Seller.

2.3 Any provision of these terms and conditions which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision of these terms and conditions.

3. QUOTATIONS AND ORDERS

3.1 No quotation issued by the Seller shall constitute a binding offer to sell the goods and/or services referred to therein. All orders for goods and/or services shall be deemed to be an offer by the Buyer to purchase goods and/or services and/or services pursuant to these conditions and shall only be binding on the Seller if it is accepted by the Seller in writing.

3.2 Unless verbal or telephone Purchase Orders and any variations to Purchase Orders are confirmed in writing by the Buyer the Seller shall not be responsible for errors or subsequent misunderstandings.

3.3 Acceptance of delivery of the goods and/or services shall be deemed conclusive evidence of the Buyer's acceptance of these conditions. Payment of a deposit is

confirmation of acceptance of all terms and conditions including commitment to pay the final balance once goods are received

4. PRICES

4.1 All prices are for delivery or collection within the UK mainland and include only such goods and/or services as are specified in the quotation or offer and are for the quantities therein expressed. If the Buyer shall request any variation any extra cost arising from such variation shall be payable by the Buyer.

4.2 Unless otherwise specified prices quoted will include Value Added Tax at the rate prevailing at the appropriate tax point.

4.3 The Seller shall be entitled to adjust the price of the goods and/or services due to delays caused by instructions of the Buyer or by the failure of the Buyer to give adequate instructions or information.

4.45 The Seller's prices are subject to adjustment to take account of any variation in the Seller's costs including (but not limited to) variations in wages, the cost of materials, exchange rate fluctuations, alterations of duties and other costs since the date of the Seller's quotation or (if no quotation is issued) the Purchase Order. The Seller accordingly reserves the right to adjust the invoice price by the amount of any increase or decrease in such costs after the price is quoted or the Purchase Order is submitted (as applicable). The invoice so adjusted shall be payable as if the price set out therein were the original Agreement price.

5. PAYMENT

5.1 All prices estimated, quoted or invoiced are in Sterling (UK Pounds) and Payment shall be made in Sterling (UK Pounds).

5.2. All invoices of the Seller shall unless otherwise agreed in writing by the Seller be paid by the Buyer within 30 days of the date of the Seller's invoice without deduction or withholding and free of set off or counterclaim. Time for payment shall be of the essence of an Agreement. The Seller shall be entitled to render an invoice for the goods sold under an Agreement as soon as the Seller has provided an Order Acknowledgement.

5.3 The price of the goods will be the price stated in the Order Acknowledgement, being, unless otherwise stated by the Seller, the list price of the Company current at the date of the Order

5.4 The Seller reserves the right to charge interest on all overdue accounts either at the rate of 2% per month above Barclays Bank Plc Base Rate or, at the Seller's sole option, at the rate for the time being payable on overdue accounts pursuant to the (Late Payments Act or any statutory re-enactment or replacement thereof), but without prejudice to the Seller's other rights and remedies hereunder.

5.5 The Seller reserves the right at any time to demand security for payment before continuing with or supplying an order.

- 5.6 If the payment of the price or any part thereof is not made by the due date, the Seller shall be entitled to require payment in advance of delivery in relation to any goods not previously delivered and/or refuse to make delivery of any undelivered goods whether ordered under the Agreement or not and without incurring any liability whatever to the Buyer for non- delivery or any delay in delivery;

6. RISK AND PROPERTY

- 6.1 The goods and/or services shall be at the Buyer's risk as from delivery.
- 6.2 In spite of delivery having been made property in the goods and/or services shall not pass from the Seller until the Buyer shall have paid the price plus V.A.T. in full and no other sums whatever shall be due from the Buyer to the Seller.

7. SUPPLY - DELIVERY AND COLLECTION

- 7.1 Unless the Contract provides to the contrary the Seller may deliver or supply by instalment and invoice the Buyer for such instalments on the same terms and conditions contained herein.
- 7.2 The copyright for all completed content is owned by the seller unless specifically requested in writing beforehand. The buyer may use all content collected for marketing and commercial purposes.
- 7.3 Subtracted work is owned by the buyer but can be purchased if requested

8 CANCELLATION

- 8.1 There is no right to cancel or vary any order once it has been accepted by the Seller. However, the Seller may at its entire discretion accept the cancellation or variation of an order providing it is indemnified in respect of all costs and expenses incurred prior to the cancellation being accepted. In no circumstances is the Seller obliged to accept any cancellation.
- 8.2 If cancellation or variation is accepted by the Seller the request for such must be made in writing by the Buyer and confirmation agreed by the Seller in writing.
- 8.3 The Seller may cancel a Contract at any time before the goods and/or services are delivered by giving written notice. On giving such notice the Seller shall promptly repay to the Buyer any sums paid in respect of the Price. The Seller shall not be liable for any loss or damage whatever arising from such cancellation.

9. SPECIFICATION

- 9.1 The Seller is entitled to assume that all drawings, descriptions, specifications and other information supplied by the Buyer to the Seller whether written or verbal are in all respects complete, accurate, legal and entirely suitable for the Buyer's requirements. No liability can be accepted for goods and/or services supplied in accordance with information provided by the Buyer.

- 9.2** No description, specification or illustration contained in any product pamphlet or other sales or marketing literature of the Seller and no representation written or oral, correspondence or statement shall form part of any Agreement.
- 9.3** Goods described in the Seller's literature or elsewhere are subject to a continuing process of technical change and development and the Seller therefore reserves the right to alter specifications without notice at any time before delivery. All descriptions, illustrations, specifications and dimensions are approximate and are only intended to present a general guideline as to the type of goods represented thereby. It is therefore agreed by the Buyer that goods supplied may not comply in all respects with the description in the Seller's literature or elsewhere.

10. LIMITATION OF LIABILITY

- 10.1** All terms conditions and warranties (whether implied or made expressly) whether by the Seller or its servants or agents or otherwise relating to the quality and/or fitness for purpose of the goods and/or services or any of the goods and/or services are excluded, to the extent permitted by law.
- 10.2** The Seller shall not be liable for any consequential or indirect loss or damage suffered by the Buyer howsoever arising whether or not caused by the Seller's negligence.
- 10.3** Without prejudice to the generality of the foregoing the Seller shall not be liable for loss of profits, loss of contracts and damage to property of the Buyer or anyone else whatsoever howsoever arising and whether or not caused by the Seller's negligence.

11. SUB CONTRACTING

- 11.1** The Seller shall be free to employ Sub-Contractors.

12. CLAUSE HEADINGS

- 12.1** Clause headings shall not affect the interpretation of these terms and conditions.

13. FORCE MAJEURE

- 13.1** The Seller shall not be liable for any failure to deliver the goods and/or services arising from circumstances outside the Seller's control including for example acts of God, War, Riot, Explosion, Abnormal Weather, Fire, Outages or Materials, Labour or Manufacturing Facilities.

14. INSOLVENCY OF CUSTOMER

- 14.1** If the Buyer fails to make payment for the goods and/or services in accordance with the Contract or commits any other breach of the Contract or if any distress or execution shall be levied upon any of the Buyer's goods and/or services or if the Buyer offers to make any arrangements with its creditors or commits an

act of bankruptcy or if any Petition in bankruptcy is presented against the Buyer or the Buyer is unable to pay its debts as they fall due or if being a Limited Company any resolutions or Petition to wind-up the Buyer (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or if an Administrative Receiver or Manager shall be appointed over the whole or any part of the Buyer's business or if the Buyer ceases or threatens to cease to carry on business or 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, or if the Buyer shall suffer any analogous proceedings under foreign law all sums outstanding in respect of the goods and/or services shall become payable immediately. The Seller may in its absolute discretion and without prejudice to any other rights which it may have:

i) Suspend all future deliveries of goods and/or services to the Buyer and/or terminate the Contract without liability upon its part

ii) Exercise any of its rights pursuant to clause 6 hereof.

15. WAIVER

15.1 No waiver or forbearance by the Seller (whether express or implied) in enforcing any of its rights under a Contract shall prejudice its right to do so in the future.

16. JURISDICTION

16.1 All contracts between the Seller and the Buyer shall be governed and construed in accordance with English Law and all disputes arising in relation to such Contracts shall be submitted to the jurisdiction of the English Courts.

17. CONFIDENTIALITY

17.1 Any transactions, letters, drawings, specifications technical information on prices whether written or verbal supplied by the Seller to the Buyer shall be regarded by the Buyer as confidential and will not be disclosed to others unless agreed in writing by the Seller.