

## Terms and conditions of business.

All goods supplied by Vitesse Marine Ltd ("the company") are sold subject to the following terms and conditions:-

### General.

- 1 Any variations of these terms and conditions in any document of the customer is inapplicable unless accepted in writing by the company.
  - 2 For the purposes of section 24(1) of the Unfair Contract Terms Act 1977 the Company hereby gives notice to the customer that:-
    - 2.1 in the case of many of the goods supplied by it, resort may be had by the customer to the Manufacturer under the Manufacturer's warranty, should the customer have any grievance with regard to the goods supplied.
    - 2.2 many of the goods supplied to the Company are so supplied under the provisions of international supply contracts as defined by section 26 of the Unfair Contract Terms Act 1977.
  - 3 **Price.**

Any price quoted by the Company or appearing in any literature published by the Company is subject to variation without notice. Prices payable are ex works and ex VAT, and are those charged by the Company at the date of despatch. Prices are also subject to packing and carriage charges at extra cost.
  - 4 **Delivery and Consequential damage.**

While the company will do its utmost to adhere to the stated delivery, it shall not be liable for any loss or damage howsoever caused, by any delay in delivery, completion, or performance of any contract, and any time stated for delivery shall not be a term of any contract or a representation. In the event of the Company being unable to supply or deliver goods ordered it undertakes to refund any money paid in respect of such goods, but shall not otherwise be under any liability whatsoever. The Company shall not in any event be liable for consequential damage or loss.
  - 5 **Ownership & Risk**
    - 5.1 Risk in the goods shall pass to the Buyer when the Goods are delivered to, or collected by, the Buyer or its agent.
    - 5.2 Notwithstanding risk in the goods passing in accordance with clause 5.1 hereof title in the Goods shall not pass to the buyer until whichever shall be the first to occur of the following:-
      - 5.2.1 payment being received by the Company for the Goods and no other amounts being outstanding from the Buyer to the Company in respect of other Goods supplied by the Company.
      - 5.2.2 The Buyer selling the Goods in accordance with the provisions of these terms and conditions in which case title to the Goods shall be deemed to have passed to the Buyer immediately prior to delivery of the goods to the Buyer's customer.
- And...**
- 5.2.3 The Company waiving its rights under this Clause 5.2 in respect of specified Goods whereupon title to the said Goods shall forthwith vest in the Buyer.
  - 5.3 Until title to the Goods passes:-
    - 5.3.1 The Buyer will hold the goods in as fiduciary agent and bailee for the Company.

The goods shall be kept separate and distinct from all other property of the Buyer and of third parties and in good and substantial repair and condition and be stored in such a way as to be clearly identifiable as belonging to the Company.

- 6 **Goods in Transit**

Although the Company shall not be liable for any damage of loss caused by, or occurring during transit of goods from the Company's premises, it will endeavour to seek recovery from its carriers the amount of any damage or loss aforesaid, but only if notification of such is given by the customer to the Company in writing within 3 days of the same having been sustained.
- 7 **Terms of Payment**

Unless alternative Terms of Payment are agreed in writing the customer shall make payment in Sterling in 30 days following date of invoice.
- 8 **Use of Goods**

The customer must satisfy himself that any goods ordered by him are suitable for its purposes
- 9 **Reservation of Title**
  - 9.1 The Goods sold under these Conditions shall remain the absolute property of the Company and legal title in the Goods shall remain vested in the Company until payment in full of all amounts invoiced or due to the Company in respect of the Goods, or until the Goods are resold by the Buyer, whichever shall first occur. If the Buyer shall enter into liquidation, have a winding-up order made against it, or have a receiver, administrator or administrative receiver appointed over its assets, income or any part thereof before the property in the Goods has passed in accordance with this Condition, the Company shall be entitled, immediately after giving notice of its intention to repossess the Goods, to enter upon the premises of the Buyer with such transport as may be necessary and to repossess of any Goods to which it has the title under this Condition. No liquidator, receiver, administrator receiver of the Buyer shall have authority to sell goods to which the Company has title without prior written consent of the Company.
  - 9.2 Until such time as the property in legal title to the Goods passes to the Buyer, the Buyer shall hold the Goods as the Company's fiduciary agent and bailee and shall keep the Goods separate from those of the Buyer and third parties and properly stored, insured and identified as the Company's property. Until that time, the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall account to the Company for the proceeds of sale of the Goods, including insurance proceeds, and shall keep all such proceeds separate from any moneys of the Buyer and of third parties.
  - 9.3 The Buyer shall not be entitled to pledge of 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 shall (without prejudice to any other right or remedy of the seller) forthwith become due and payable.
  - 9.4 The Company shall be entitled to maintain an action for the price of the Goods notwithstanding that title in them has not passed to the Buyer.
- 10 **Return of Goods.**

No goods will be accepted by the Company for credit, replacement or repair unless previously agreed in writing. Invoice numbers must be quoted when returning goods. The Company reserves the right to levy a handling charge in respect of returned goods.
- 11 **Warranties.**

Subject to appropriate salutary limitations, no condition is made or to be implied, nor is any warranty given or to be implied, as to the quality, life wear or suitability of any such goods supplied by the Company.
- 12 **Law of Contract.**

Any contract entered into by the Company shall be governed by English Law and shall be subject to the exclusive jurisdiction of the English Courts.