

## Standard Conditions of Sale

1. These conditions apply to every sale and to every contract for sale of goods and/or services (hereinafter referred to as "goods") supplied or to be supplied by Vitæ Limited (hereinafter referred to as "Vitæ"). The company, firm or person to whom any such goods/services are sold or with which or whom such a contract for sale is made is hereinafter referred to as "the customer". None of these conditions can be waived or varied save expressly in a document signed by an officer of Vitæ and any purported waiver or variation made otherwise shall be void. Any standard terms of the customer are excluded from every such sale and contract for sale, and in all circumstances howsoever arising these conditions shall prevail without modification or exception.
2. Every quotation by Vitæ is open to acceptance until the expiry of 90 days after the date appearing thereon unless thereon it is otherwise expressly stated or the quotation is earlier withdrawn or modified by Vitæ or expressly in writing agrees to later acceptance.
3. Unless otherwise agreed by Vitæ expressly in writing the costs of packing, carriage and delivery of goods supplied by Vitæ shall be paid by the customer.
4. Any date for delivery specified in respect of goods sold or to be sold by Vitæ shall be treated as an estimate only, and Vitæ shall not in any circumstances howsoever arising whether as a result of their own negligence or otherwise be under any liability to the customer for any failure to deliver on or by such date for any delay in delivery.
5. If for any reason whatsoever the customer is unable to accept delivery of the goods at the time when the goods are due and ready for delivery Vitæ shall in its absolute discretion be entitled either to treat the contract as at an end or to store the goods. If Vitæ elects to store the goods the customer shall be liable to pay Vitæ a reasonable sum for such storage and to reimburse Vitæ for any insurance premiums expended by Vitæ in respect of the goods stored; but Vitæ shall not be under liability to the customer for any loss of or damage to the goods while in storage howsoever arising.
6. In the event of an outbreak of hostilities (whether war is declared or not) in which the United Kingdom is involved or in the event of national emergency, or if Vitæ works should become either directly or indirectly so engaged on government orders or orders under priority directions as to prevent or delay work on other orders, or if as a result of strikes, lockouts, trade disputes, mechanical breakdown, accident, interruption or cessation of the supply of materials or any cause whatsoever beyond Vitæ's control, Vitæ is unable to supply to the customer goods sold or contracted to be sold by Vitæ to the customer, Vitæ shall be entitled (without thereby incurring any liability to the customer) at any time on written notice to the customer to make partial deliveries only or to determine the contract and nevertheless to recover payment for goods already delivered.
7. All express (whether oral or written) or implied warranties and conditions, statutory or otherwise, as to the state, quality or fitness for any purpose of any goods sold or agreed to be sold by Vitæ are hereby excluded. No servant or agent of Vitæ has authority to make any representation to the customer or any prospective customer as to the state, quality or fitness for any purpose of any such goods nor is any such representation to be implied from anything said or written in negotiations between Vitæ and the customer or prospective customer; and Vitæ shall not be liable in respect of any such representation or purported representation.
8. The customer shall indemnify Vitæ against all damages, penalties, costs and expenses to which Vitæ may become liable as a result of work done or the supply of goods in accordance with the customer's specification which involved the infringement of any letters patent, registered design, trademark or copyright.
9. From the time of the dispatch of goods from Vitæ's premises the risk of any loss of or damage to or deterioration of the goods from whatever cause whether as a result of Vitæ's negligence or otherwise shall be borne by the customer. Goods shall be deemed to have been dispatched in full quantity and in good condition unless particulars of the shortage or defect alleged are notified in writing by the customer to Vitæ within 10 days of the date of dispatch as shown on Vitæ's delivery note.
10. Subject to a satisfactory credit acceptance Vitæ will accept full payment for the goods within 30 days of the invoice date. This facility may be withdrawn and other terms applied at the Company's discretion and without notice to the customer. Agreement for payment terms to be extended must be agreed in writing. From the expiry of the said period of 30 days or such other period as is agreed in writing interest shall at the discretion of Vitæ accrue on the amount outstanding at the rate of 1½ per centum per month calculated from day to day. Should default be made by the customer in paying any sum due under any order as and when it becomes due Vitæ shall be entitled in its absolute discretion either to suspend all further deliveries under that and any other order until the default be made good or to cancel that and any other order so far as goods remain to be delivered thereunder.
11. Vitæ reserves the right of disposal of goods sold or appropriated to the contract for sale until the conditions of this paragraph are fulfilled, so that notwithstanding the delivery of the goods to the customer or to a carrier or other bailee or custodian for the purpose of transmission to the customer the property in the goods does not pass to the customer until the conditions are fulfilled. The conditions are that:
  - the customer shall pay the full price of the goods together with any accrued interest and/or storage and/or deliver charges (the price)
  - until payment of the price or use of the goods the customer shall preserve the identity of the goods by keeping them separate and distinct from any other goods
  - until payment of the price or use of the goods the customer shall at any reasonable time afford to Vitæ proper access to the goods for the purpose of inspection and removal thereof
12. If:
  - the customer is in breach of any of the conditions of sale of Vitæ
  - or
  - the customer being a company makes or attempts to make a voluntary arrangement under Part I Insolvency Act 1986 (the Act) or is likely or liable to become unable to pay any one of its debts or is or becomes the subject of an Application to the Court for an Administration Order under Part II of the Act
  - or
  - the customer being an individual appears to be unable to pay or to have any reasonable prospect of being able to pay any one of his/her debts or is or becomes the subject of a Bankruptcy Petition under part IX of the Act or is the subject of a Statutory Demand for any of his/her debts under Part IX of the Act or if execution or other process is issued in respect of any one of his/her debts on a Judgment or Order of any Court then and in any such event:-
    - Vitæ shall be entitled forthwith to determine the contract in whole or in part
    - and
    - all costs, expenses, overheads and loss of profits incurred by Vitæ in connection with the contract shall forthwith become payable as a debt due from the customer to Vitæ
    - and
    - any goods of Vitæ kept by the customer shall forthwith be delivered up to Vitæ or its nominee who shall be given access to the goods in order to remove the same
    - and
    - the price of the goods delivered by Vitæ to and used by the customer shall become due and payable forthwith.
13. In no circumstances whatsoever or howsoever arising shall any liability of Vitæ to the customer exceed the contract value in respect of any particular item supplied by Vitæ in respect of which the liability arises. In no circumstances howsoever arising shall Vitæ be liable to the customer for any loss of profit or any loss of which the customer may be liable to a third party or for any other consequential loss whether arising as a result of the negligence of Vitæ or otherwise.
14. No cancellation suspension or variation of any contracts made by the customer should be effective unless in writing and until accepted in writing by Vitæ and such acceptance will be given only subject to adequate compensation for any extra cost of any liability suffered by Vitæ in connection with the contract.
15. The contract price includes only such goods as are specified in the order accepted by Vitæ. Should there at the request of the customer be any extra cost or liability suffered by Vitæ owing to suspension of work resulting from the customer's instructions or lack of instructions, mistaken instructions or to interruptions, overtime, unusual hours, mistakes or work for which Vitæ is not responsible, such extra cost or liability may be charged for and shall be paid for accordingly by the customer.
16. If the customer requires any amendments in relation to goods, the customer shall deliver full particulars of such amendments to Vitæ in writing. If Vitæ agrees to such amendments, the customer shall pay any reasonable extra costs incurred by Vitæ in carrying out such amendments as shall grant to Vitæ such reasonable extension for delivery as Vitæ shall request.
17. Vitæ may at any time alter the construction design or specification of the goods for the purpose of improvement or any other modification which may be considered necessary or desirable by the designers or engineers of Vitæ, and the customer shall accept any such alteration.
18. All descriptions, drawings, specifications and other particulars however issued by or on behalf of Vitæ are approximate only and Vitæ will not be bound thereby unless expressly confirmed in writing to the customer for the purpose of the contract. Performance figures given by Vitæ concerning the goods are typical of what it expects goods to obtain on test and shall be subject to reasonable tolerance and rejection limits. Deviations from such figures shall not be made the basis of any claim against Vitæ except where specifically agreed to the contrary in writing and in no event shall Vitæ be responsible for performance figures supplied by sub-contractors or other co-operating parties. If the goods are to be subject to acceptance tests before dispatch rejection under this clause must be indicated to Vitæ prior to dispatch of goods. The customer assumes responsibility for ensuring that the goods stipulated in the order are sufficient and suitable for the purpose required. Vitæ reserves the right to alter patterns and designs without notice. Published performance figures shall not necessarily apply after service repairs to the goods and subsequent performance figures will depend upon condition and age of equipment.
19. Any advertisement, catalogue, price list, illustration or other publication containing information with regards to weights, measurements, capacities, performance and any other data relating to the goods shall not form part of the contract for the sale of the goods, and the customer shall be deemed to rely upon his own judgment as to the quality and the fitness of the customer's use of the goods.
20. All contracts made by Vitæ shall be governed by the Law of England and Wales.