

Vacuum Brazing Consultants Limited T/A VBC Group

General Terms and Conditions of Sale

The terms and condition of sale shown supersede all previously published conditions from VBC.
The "Buyer" means the person firm or company whom, by purchase order or otherwise has offered to buy goods ("goods") of Services ("work") from VBC.
All orders are accepted on the following terms and conditions.

1. General:

Unless otherwise agreed in writing, these conditions will govern all sales and shall override any terms and condition incorporated or referred to by the buyer whether in the order or any negotiations and all guarantees, warranties or conditions (including any conditions as to quality or fitness for any particular purpose whether expressed or applied by statute, common law otherwise) are excluded and hereby negated.

2. Purchase Orders

Purchase orders will only be accepted from the buyer in written form accompanied by an authorised signature.

3. Title/Property

a) Notwithstanding delivery and the passing of risk in the goods, or any other provision of these conditions, the property of the goods shall not pass to the buyer until VBC has received in cash or cleared funds payment in full of the price of the goods and all other good agreed to be sold by VBC, to the buyer for which payment is then due.

b) Until such times as the property in the goods passes to the buyer the buyer shall hold the goods as VBC fiduciary and bailee, and shall keep the goods separate from those of the buyer and third parties, properly stored, protected, insured and identified as VBC property. Until that time the buyer shall be entitled to resell or use the goods in the ordinary course of business, but shall account to VBC for the proceeds of sale or otherwise of the goods, whether tangible or intangible including insurance proceeds, and shall keep all proceeds separate from any monies or property of the buyer and third parties.

c) Until such time as the property in the goods passes to the buyer, (and provided that the goods are still in existence and have not been resold), VBC, shall be entitled at any time to require the buyer to deliver up the goods to VBC. 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.

d) The buyer shall not be entitled to pledge or in any way charge in way of security for any indebtedness any of the goods that remain the property of VBC, but if the buyer does so all monies owing by the buyer to VBC shall (without prejudice to any other right or remedy of VBC), forthwith become due and payable.

4. Proposal Drawings, Illustrations, Specifications etc

Photographs and other illustrations or advertising matter represent generally the goods offered but are not binding in detail. All weights, measurements, powers and process times given in estimates are stated as correctly as possible but any deviation shall not be taken to vitiate the contract or form grounds for any claim against us.

5. Risk Goods

Risk goods supplied by VBC shall be at the buyers risk immediately on delivery to the buyer or into the custody of the buyer's agent. VBC are under no obligation to insure the goods against theft, loss or damage in transit for FOB shipments.

6. Prices

Price quotations are valid for Thirty (30) days unless extended by VBC. Prices quoted will be firm for orders accepted at the factory where goods or work are scheduled by VBC for shipment within sixty (60) days after the date of quotation, otherwise we reserve the right to apply prices in effect at the time of shipment. The prices quoted are subject to value added tax (which will be charged at the applicable rate at the time of delivery), sales, excise and all other taxes and duties payable in respect of the goods or work to be supplied. Additional charges may be made to cover any unforeseen and unusual cost element which are not taken into account including but not limited to, overtime work authorised by the buyer and special packaging, engineering and documentation.

7. Commissioning

Unless otherwise stated the contract price does not include commissioning, installation or attendance during the commissioning and/or installation of any goods supplied.

8. Sub-Contracts

We reserve the right to sub-allot for execution any contract whether in whole or in part to such persons or companies as may seem expedient.

9. Terms of Payment

a) Standard terms of payment are thirty (30) days net from date of invoice and 60% with order, 30% on acceptance and 10% on 30 days after installation and commissioning, for bespoke systems unless otherwise agreed in writing. Due payment is a condition precedent to future deliveries. Payment is due not withstanding that delivery may not have taken place and/or the property in the goods has not passed to the buyer.

b) First time orders are subject to proforma payment. No goods or work will be supplied or ordered until VBC has received in cash or cleared funds payment in full for the price of the goods or work and any other goods or work agreed to be sold by VBC against the order. Customers wishing to open accounts should furnish us with their Registered Office address, one bank and two trade references. Where accounts are opened, settlement is strictly net monthly account, no discounts being allowable.

c) Escalation - The prices quoted are based on the price of material, labour, transport, insurances, statutory obligations and conditions ruling at the date of quotation and if between that date and completion of the work a variation either by rise or fall shall occur in these costs, the Seller reserves the right to have the contract price amended by the net amount of such variations. Should there be any extra cost owing to extra work or variations, suspension or delay of work by Purchaser's instructions or lack of instructions, changes of specification, interruptions, overtime, unusual hours, mistakes for which the Seller is not responsible or to meet conditions and Purchaser's requests not provided for in the quotation, such extra cost shall be added to the contract price and paid accordingly.

d) charge you interest (both before and after any judgement) on the amount unpaid, at the rate of 4% per annum above the National Westminster Bank base rate from time to time or the statutory rate of interest payable on judgement debts, whichever is the greater

unless otherwise specified in our written quotations, goods shall be paid for in Pounds Sterling (GBP) either by credit card, cheque drawn on a UK bank or by direct transfer of funds into our Company Bank account without any deductions from the invoiced amount. Where stage or part payments have been specified in our quotations, payment must be made as specified for work on your order to commence, continue or be completed as appropriate. In the event of any such part or stage payment remaining unpaid for any reason, for a period in excess of 28 days from the due date, that payment and any further payments shall be paid within 7 days. In the event of the final part or stage payment remaining unpaid for any reason whatsoever for a period in excess of 30 days from the due date of the final payment, the goods shall be put up for sale on the open market. All previous payments shall be forfeited with no recompense to the customer.

10. Delivery

Quoted delivery times in all cases is to date from receipt by us of a written order to proceed with the manufacture or ordering of the goods and the receipt of any free issue items and/or information and receipt of any deposit or part payment required by us. We will endeavour to complete as near time as possible but cannot accept cancellations, or be responsible for any loss or inconvenience caused by overdue deliveries. Time for delivery shall not be of the essence of the contract. All offers for material from stock are subject to prior sale.

Purchase orders requesting a call off/scheduled delivery should be taken within 12 months unless otherwise agreed in writing with VBC. Orders not taken within this time may be subject to price increases.

11. Quantity

Made to order sizes and over-runs including special goods are subject to quantity variances of up to +/- 10% of the total order. Any bespoke materials will be manufactured only against dimensioned drawings certified by the buyer as correct.

12. Cancellations

Cancellations or suspensions may be accepted only by prior agreement in writing. we reserve the right to charge the customer the amount of any losses or expense incurred or material used and a reasonable allowance for overhead charges, storage charges and profits.

13. Return of goods.

No goods shall be returned to VBC for credit unless VBC has given prior consent to the buyer.

14. Warranties

Warrants that the goods and work supplied will be of good merchantable quality, will remain free of defects in material or workmanship and will possess the characteristics represented in writing by VBC. Any breach of this warranty must be in writing and reach VBC within three (3) Months from date of delivery. Goods must be returned in original packaging and in good condition. Upon satisfactory proof of the claim VBC will, within reasonable time, make satisfactory repairs, additions or corrections, or at our option replace the defective goods or work. Charges for correcting defects of making additions will not be allowed. The foregoing is in lieu of all other warranties, expressed or implied including any warranties that extend beyond description of the goods or work. This warranty sets forth the extent of our liability for breach of any warranties of deficiency in connection with the sale or use of goods. It is understood that we will not be liable for consequential damages of any nature, including but not limited to loss of profit, delays or expense whether based on tort or contract.

15. Guarantee

In the case of machinery we will repair or replace defective goods without charge if, within twelve months from the date of the goods being ready for despatch to you, we are notified of a defect in them provided the defect is due to faulty design, material or workmanship. Our liability is strictly limited to such repair and/or replacement to the exclusion of all consequential loss sustained by the purchaser.

For goods supplied but not manufactured by us the Purchaser shall accept the manufacturers guarantee (if any) in lieu of the above undertaking.

The guarantee will apply providing:

a) The goods have been used within their rating, not misused, physically damaged or modified.

b) The goods are returned to our works, carriage paid.

c) If the customer does not wish to return the goods, they will be repaired free of charge at his premises, at any time convenient to ourselves providing the customer re-imburse the Company for travelling expenses, time and our engineers out of pocket expenses.

d) The goods have been paid for in full.

16. Indemnity

The Purchaser shall warrant that the manufacture of goods to his order or design shall not involve us in the infringement of any patent, registered design or trade mark and will indemnify us against all claims and expenses arising from or incurred by reason of any such infringement or alleged infringement. Except as expressly provided in Condition 2 we shall not be liable for direct or indirect loss or damage to persons or property howsoever arising from the sale or installation of the goods or any defect in the goods. You shall indemnify us against any such liability to your employees, servants, contractors and customers.

17. Installation

Where our quotation includes installation and/or commissioning on your premises or a third party's premises, you shall indemnify us against all liability for the breach of any duty imposed (whether by statute, order, Regulation, Byelaw or Common Law) upon the occupier of the premises or upon the employer of persons employed on the premises, or upon persons employed on the premises.

18. Acceptance of Goods

The buyer shall be deemed to have accepted the goods unless within five (5) days of date of delivery to the buyer or buyers agent a claim for any errors, shortages etc, is notified to VBC, in writing. In the event of goods damaged in transit packaging materials should be retained for examination otherwise no liability can be accepted. In the case of machinery We shall in no circumstances be liable for any damages from whatever cause which may happen to goods in transit.

19. Proving Trials

Where an order is accepted against our quotation which specifically offers the option of approving the machine or system prior to despatch from our works, such approval shall be strictly limited to checking the machine for conformity with the specification in our quotation. Such approval shall not be dependant on producing welded samples of customers' products. Any test welds carried out shall be solely to ensure correctness of operating sequence and not to produce final quality welds as this is also dependant on the quality of the customers items to be welded in terms of fit-up between parts, part tolerances, material composition, cleanliness and repeatability of these qualities from one part to the next.

20. VBC Cancellations

Without prejudice to any other right or remedy to VBC. VBC shall be entitled to cancel the contract or suspend any further deliveries under the contract without any liability to the buyer, and if the goods have been delivered but not paid for, the prices shall become immediately due and payable not withstanding any previous agreement to the contract.

This clause applies if

a) The buyer makes voluntary arrangements with its creditors or becomes subject to an administration order (being an individual or firm), becomes bankrupt (being a company) or goes into liquidation (otherwise that for the purposes of amalgamation or reconstruction)

b) An encumberancer takes possession, or a receiver is appointed, of any of the property of assets of the buyer,

c) the buyer ceases, or threatens to cease to carry on business

d) VBC, reasonably apprehends that any of the events mentioned above is about to occur in relation to the buyer accordingly.

e) In case of war, force majeure, restraints of Government officials, strikes, lockouts, accident to machinery, plant and/or any other unforeseen circumstances of any kind beyond our control affecting or interfering with work or the production, shipment, transit or delivery of any goods sold. In any of such events we shall be relieved from all liabilities in connection with such orders and/or contracts unless we otherwise agree in writing upon normal conditions again prevailing and in no case shall we be bound to procure the completion of work by any other means or to obtain the delivery of goods from any other source. In the event of cancellation we shall be entitled to payment for all goods and materials acquired in pursuance of the contract and for work done to date of such cancellation

21. The conditions and every contract into which they are incorporated, shall be governed by, and constructed according to the law of England. Any dispute shall be settled by arbitration with the rules of the London chamber of commerce.

22. Compliance with relevant requirements

The Customer shall:

a/ comply with all applicable laws statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010

b/ comply with VBC's anti-bribery policy (copies of which are available on request)

c/ have and shall maintain in place its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance and will enforce them where appropriate

d/ promptly report to VBC any request or demand for any undue financial or other advantage of any kind which the Customer becomes aware of in connection with the performance of any obligations by either party pursuant to these terms and conditions.