



## 1. DEFINITIONS

In these Conditions the following words shall have the following meanings:-

Seller - Victor Products Ltd

Buyer - the person, firm, company or body to whom the Seller agrees to sell Goods to or provide Services in accordance with these Conditions.

Goods - the parts, goods, materials or equipment specified or referred to in the Order Acceptance.

Services - any work or service specified or referred to in the Order Acceptance other than the supply of Goods

Order - the purchase order placed with the Seller by the Buyer

Contract - any contract concluded between the Buyer and Seller subject to and in accordance with these Conditions

Order Acceptance - the Seller's written acceptance and confirmation of the terms upon which Goods are to be sold or Services provided under any Contract.

Delivery - the delivery of the Goods by the Seller in accordance with these Conditions

Specification - the technical or other description (whether as to quantity, quality, price, weight or otherwise) of the Goods, shown or referred to in the Contract and any performance schedules and/or other characteristics and details.

## 2. BASIS OF SALE

2.1 All Contracts shall be concluded upon the basis of these Conditions together with any special Conditions issued by the Seller to the Buyer at any time prior to or with the Seller's Order Acceptance. Variations and/or qualifications of such conditions (whether pursuant to clauses or otherwise) can only be effected by a document signed by a duly authorised officer of the Seller and setting out in full the relevant variations and qualifications.

2.2 No terms or conditions submitted by the Buyer to the Seller, irrespective of their date shall prevail over these Conditions.

2.3 All Orders shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions and acceptance of Delivery shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.

### Victor Products Limited

New York Way, New York Industrial Park, Newcastle-upon-Tyne, NE27 0QF, United Kingdom.

Telephone: +44 (0) 191 280 8000. Fax: +44 (0) 191 280 8080

Internet: <http://www.victor.co.uk> E-mail: [sales@victor.co.uk](mailto:sales@victor.co.uk)

A wholly owned subsidiary of  Federal Signal Corporation

Registered Office: New York Way, New York Industrial Park, Newcastle-upon-Tyne, NE27 0QF. UK Reg. No.06531201

[Page 1 of 13]



2.4 The Seller's employees or agents are not authorised to make any representations concerning the Goods or the Services unless confirmed by the Seller in writing. In entering into a contract the Buyer acknowledges that it does not rely on and waives any claim for breach of any such representations which are not so confirmed.

2.5 Any reference in these Conditions to any statutory provisions shall be construed as a reference to that provision as amended or re-enacted at the relevant time.

### 3. VALIDITY

3.1 Quotations are not offers and may be withdrawn or varied at any time prior to acceptance by the Seller of the Buyer's Order for Goods being the subject of the quotation but subject to any such withdrawal or variation in a quotation and will remain valid for the period of 30 days from the date thereof unless an alternative period of validity is specifically stated therein. At the end of the said period validity is subject to the Seller's written confirmation.

3.2 Orders for the Goods shall be given by the Buyer to the Seller by electronic data transfer (using such methods as may be agreed in writing by the Seller), in writing or orally. Verbal Orders shall be confirmed by the Buyer in writing no more than 3 days after the Order is given by the Buyer but for the avoidance of doubt, it is agreed that verbal Orders shall upon their acceptance by the Seller be binding notwithstanding any failure of the Buyer to confirm the same in writing.

3.3 Any quotation or variation submitted by the Seller shall constitute an invitation to treat and acceptance of any such quotation or variation or the placing of any order by the Buyer shall constitute the Buyer's offer to purchase Goods or Services on the terms contained therein and subject to and in accordance with these Conditions of which the Buyer shall be deemed to have notice. A legally binding Contract shall only be created on issue by the Seller of its Order Acceptance.

### 4. ORDERS AND SPECIFICATIONS

4.1 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any Order (including but not exclusively any relevant Specification) and for providing to the Seller any necessary information concerning the Goods or Services within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

#### Victor Products Limited

New York Way, New York Industrial Park, Newcastle-upon-Tyne, NE27 0QF, United Kingdom.

Telephone: +44 (0) 191 280 8000. Fax: +44 (0) 191 280 8080

Internet: <http://www.victor.co.uk> E-mail: [sales@victor.co.uk](mailto:sales@victor.co.uk)

A wholly owned subsidiary of  Federal Signal Corporation

Registered Office: New York Way, New York Industrial Park, Newcastle-upon-Tyne, NE27 0QF. UK Reg. No.06531201

[Page 2 of 13]



# Victor

®

4.2 If the Goods are to be manufactured or processed by the Seller in accordance with a Specification and/or design submitted by the Buyer the Buyer shall indemnify the Seller from and against all costs, claims, damages and expenses made against or incurred by the Seller in connection with the Settlement of any claim for infringement of any patent, copyright, design, trademark or other industrial or intellectual property rights of any third party arising out of the Seller's use of such Specification.

4.3 The Seller expressly reserves the right (but accepts no obligation) to make such changes in the Specification of the Goods as are necessary to ensure that the Goods conform with any applicable statutory requirements and the Buyer shall not be entitled to object to or reject the Goods by reason of any such changes.

4.4 All descriptions, specifications, drawings and particulars of weight and dimensions submitted with the Seller's quotation (collectively referred to as 'The Quotation Particulars') are approximate only and such materials as is contained in the Seller's catalogues and other advertising matter is intended merely to illustrate the Goods described therein and will not form part of the Contract. The Seller reserves the right to make such reasonable changes as it considers to be necessary in the Quotation Particulars either before or during the course of the Contract provided that the Seller shall not thereby render the Goods or Services unsuitable for the purpose for which they are intended.

## 5. PRICE

5.1 The price for the Goods and/or Services (the 'Price') shall be specified or referred to in the Seller's list price current at the date of despatch, or in the case of no-standard products, that specified or referred to in the quotation and (subject to clause 3 above) confirmed in the Order Acceptance.

5.2 Unless otherwise agreed in writing the Price includes the cost of Delivery for destinations to such address within the United Kingdom as is agreed in the Contract provided the order value exceeds GBP 1,000.00 (excluding VAT) but does not include VAT or any other taxes or duties (which shall be charged in accordance with current legislation).

5.3 In the event of any increase in the costs (including but not limited to variation in exchange rates, taxation or increases of duties, application of EEC, governmental or administrative measures taken in countries of origin or destination of Goods, material, labour, transport and energy costs) to the Seller of supplying the Goods or Services arising as a result of any variation or delay requested or caused by the Buyer or by reason of any of the matters referred to in clause 9 (Force Majeure) the Seller shall be at liberty by written notice to the Buyer to

### Victor Products Limited

New York Way, New York Industrial Park, Newcastle-upon-Tyne, NE27 0QF, United Kingdom.

Telephone: +44 (0) 191 280 8000. Fax: +44 (0) 191 280 8080

Internet: <http://www.victor.co.uk> E-mail: [sales@victor.co.uk](mailto:sales@victor.co.uk)

A wholly owned subsidiary of  Federal Signal Corporation

Registered Office: New York Way, New York Industrial Park, Newcastle-upon-Tyne, NE27 0QF. UK Reg. No.06531201

[Page 3 of 13]



increase the Price to reflect the amount of such increase in costs. All costs expenses and other amounts (including interest) which the Seller may be entitled to recover under or pursuant to the Contract shall be recoverable by the Seller as part of the Price. Where Delivery of the Goods is by instalments the Seller shall be entitled to increase the Price as aforesaid in respect of any undelivered Goods.

5.4 The cost of any variation or modification to the Contract required by the Buyer shall, if accepted by the Seller, be borne by the Buyer.

## 6. PAYMENT

6.1 All payments due to the Seller under Contract shall be made in full by the Buyer to the Seller without any deduction or set-off. Payment is due on the last day of the month following the month in which the invoice is dated, unless otherwise stated.

6.2 The Seller's invoice shall be submitted to the Buyer as soon as the Goods are available for despatch either complete or in part or for Services on a weekly basis until the Services have been completed except where the provisions of a letter of credit accepted by the Seller provides otherwise.

6.3 Where the Seller and Buyer agree that payment shall be made by a letter of credit this shall be confirmed irrevocable in a form acceptable to the Seller and confirmed by a United Kingdom Clearing Bank.

6.4 In the event of any payment becoming overdue then, without prejudice to any other right or remedy available to it, the Seller may :-

- (a) terminate the Contract,
- (b) suspend performance of the Contract until payment is received in full and any times and/or dates stipulated for performance of the Contract shall be extended/postponed accordingly;
- (c) charge interest on the unpaid amount at the rate of 4% over the base lending rate of the Barclays Bank plc from time to time both after as well as before commencement of proceedings for recovery of the same.

6.5 Each Contract shall be subject to the Seller being satisfied as to the Buyer's credit status, both prior to and during the period of the Contract. If the Seller becomes dissatisfied with the Buyer's credit status it may suspend performance of the Contract until it is satisfied as to the Buyer's credit worthiness or is given such security for the Price as the Seller shall deem appropriate.

### Victor Products Limited

New York Way, New York Industrial Park, Newcastle-upon-Tyne, NE27 0QF, United Kingdom.

Telephone: +44 (0) 191 280 8000. Fax: +44 (0) 191 280 8080

Internet: <http://www.victor.co.uk> E-mail: [sales@victor.co.uk](mailto:sales@victor.co.uk)

A wholly owned subsidiary of  Federal Signal Corporation

Registered Office: New York Way, New York Industrial Park, Newcastle-upon-Tyne, NE27 0QF. UK Reg. No.06531201

[Page 4 of 13]



## 7. PERFORMANCE

The Seller shall supply the Goods or Services in accordance with the particulars specified or referred to in the Order Acceptance save in respect of necessary variations becoming apparent during the currency of the Contract. Where any variation in the Goods or Services is requested by the Buyer for any reason the Seller shall where practicable use its best endeavours to supply the Goods or Services in varied form as requested by the Buyer. The price increase provisions contained in clause 5 shall apply to variations under this clause.

## 8. DELIVERY AND RISK

8.1 Delivery of the Goods shall be made within the time agreed by the parties and if no time is agreed, within a reasonable time by the Buyer collecting the Goods from the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed by the Seller in writing, delivering the Goods to that place at the Buyer's cost. The Seller may make delivery by instalments. Notwithstanding Delivery of the Goods, title to the Goods shall not pass to the Buyer except as provided in clause 11 hereof. If the Seller does not deliver on its own transport (at the Buyer's risk) and unless otherwise agreed in writing the Seller shall on behalf of the Buyer at the Buyer's expense arrange for the carriage of the Goods and the carrier selected by the Seller shall be the agent of the Buyer. Special notice is directed to the fact that in Goods with provisions of Section 32 of the Sale of Goods Act 1979 delivery to the carrier will in such circumstances constitute delivery to the Buyer.

8.2 The Seller shall endeavour to deliver the Goods or perform the Services by or within any date or period stipulated or referred to in the Order Acceptance. Any such date or period shall be approximate only however and the Seller will not be liable for whatever reason for any damage loss cost or expense whatever arising from any departure from the said date or period howsoever caused. Time for Delivery shall not be of the essence of the Contract unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the quoted Delivery date on giving reasonable notice to the Buyer. 8.3 If Delivery of the Goods is prevented or delayed by reason of any industrial dispute or any other cause beyond the Seller's control then the time for Delivery shall be extended for such period as is reasonable.

8.4 The Seller may affect Delivery by instalments in which case these terms and conditions shall apply to each instalment as though a separate Contract and any failure or defect in any one Delivery will not entitle the Buyer to repudiate the Contract as a whole.

### Victor Products Limited

New York Way, New York Industrial Park, Newcastle-upon-Tyne, NE27 0QF, United Kingdom.

Telephone: +44 (0) 191 280 8000. Fax: +44 (0) 191 280 8080

Internet: <http://www.victor.co.uk> E-mail: [sales@victor.co.uk](mailto:sales@victor.co.uk)

A wholly owned subsidiary of  Federal Signal Corporation

Registered Office: New York Way, New York Industrial Park, Newcastle-upon-Tyne, NE27 0QF. UK Reg. No.06531201

[Page 5 of 13]



# Victor

®

8.5 If the Seller fails to deliver the Goods for any reason (other than any cause beyond the Seller's reasonable control or the Buyer's fault) and the Seller is accordingly liable to the Buyer, the Seller's liability shall be strictly limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods. No claims for other and/or consequential loss or damage shall be allowed in connection with any such non-Delivery.

8.6 If the Buyer fails to take Delivery of the Goods or fails to give the Seller adequate Delivery instructions prior to the time stated for Delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) them, without prejudice to any other right or remedy available to the Seller, the Seller may:-

- (a) store the Goods, until actual Delivery or Sale (as provided in paragraph (b) hereof) and charge the Buyer for the reasonable costs (including insurance) of storage; and/or
- (b) 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.

## 9. FORCE MAJEURE

9.1 If the Seller is unable to supply the Goods or Services by reason of events beyond its control including but not limited to Act of God, war, hostilities, riot civil commotion or any governmental restriction, order or regulations or statutory prohibition the specified Delivery date(s) shall be extended for a period equal to the delay caused by such events.

9.2 If the period of delay extends beyond a reasonable period then either party may terminate the Contract as regards any Goods undelivered or Services not provided. Provided that if the Buyer cancels the Contract the Seller may require the Buyer to pay for, at the proper proportion of the Contract price, any work already undertaken by the Seller for the purpose of the Contract and any Goods manufactured and/or purchased to the Buyer's specification or manufactured and/or purchased for the purpose of the Contract and for which there is no other ready market available to the Seller.

### Victor Products Limited

New York Way, New York Industrial Park, Newcastle-upon-Tyne, NE27 0QF, United Kingdom.

Telephone: +44 (0) 191 280 8000. Fax: +44 (0) 191 280 8080

Internet: <http://www.victor.co.uk> E-mail: [sales@victor.co.uk](mailto:sales@victor.co.uk)

A wholly owned subsidiary of  Federal Signal Corporation

Registered Office: New York Way, New York Industrial Park, Newcastle-upon-Tyne, NE27 0QF. UK Reg. No.06531201

[Page 6 of 13]



## 10. INSPECTION AND PACKAGING

10.1 All Goods shall be inspected by the Buyer at the time of delivery. Unless the Buyer notifies the Seller within 7 days of the date of delivery of its refusal to accept the Goods stating the reason for such refusal the Buyer shall be deemed to have accepted the Goods and shall have no right thereafter to reject the Goods or any part thereof.

10.2 In the event that the Buyer fails to accept Delivery of the Goods as aforesaid then Clause 8.5 shall apply.

10.3 The Buyer undertakes that he will not alter, remove or otherwise interfere with the packaging, branding, trade or other marks and labels supplied with or relating to goods intended for resale in the form in which they are supplied by the Seller or any product data sheets, warnings, notices and instructions supplied with or relating to the Goods as to the property application, fitting, servicing or use thereof, or intended for the information of the ultimate user thereof and that he will observe all recommendations and instructions of the Seller as to the correct storage and where applicable as to the correct installation and use of the Goods.

10.4 The Buyer shall indemnify the Seller against any loss, expense, claims, costs, demands or proceedings made against, incurred or suffered by the Seller as a result of the Buyer's failure to comply with its obligations under this clause 10.

## 11. PROPERTY AND RISK

11.1 Risk of damage to or loss of the Goods shall pass to the Buyer:-

- (a) in the case of Goods to be delivered otherwise than at the Seller's premises immediately on Delivery of the Goods to the Buyer
- (b) in the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection.

11.2 Legal and beneficial title to the goods shall remain with the Seller until such times as the Seller has received payment of the purchase price of the any goods or services previously or subsequently supplied by the Seller to the Buyer whereupon such title shall pass to the Buyer

11.3 Until ownership has passed to the Buyer the right to dispose of the Goods shall not pass to the Buyer until the Seller has received in full all amounts payable as per clause 11.2 the Buyer shall keep the Goods as the

### Victor Products Limited

New York Way, New York Industrial Park, Newcastle-upon-Tyne, NE27 0QF, United Kingdom.

Telephone: +44 (0) 191 280 8000. Fax: +44 (0) 191 280 8080

Internet: <http://www.victor.co.uk> E-mail: [sales@victor.co.uk](mailto:sales@victor.co.uk)

A wholly owned subsidiary of  Federal Signal Corporation

Registered Office: New York Way, New York Industrial Park, Newcastle-upon-Tyne, NE27 0QF. UK Reg. No.06531201

[Page 7 of 13]



# Victor

®

Seller's fiduciary agent and bailee properly stored, protected and insured in such a way that they are identifiable as the property of the Seller and are separate from all other Goods of the Buyer.

11.4 Subject to the provisions of this clause the Buyer shall be entitled to the use of the Goods prior to the transfer of legal ownership but shall in no circumstances be entitled to sell the Goods unless :-

- (a) it has the prior written consent of the Seller; and
- (b) where the Seller has given such written consent subject to conditions the Buyer complies with any and all such conditions.

11.5 Until the legal ownership in the Goods is transferred as provided by this clause 11 the Seller shall be entitled to enter the premises of the Buyer for the purpose of examining the Goods and checking compliance by the Buyer with the terms of this clause and on the occurrence of any breach by the Buyer of this clause the Seller shall in addition be entitled to sever the Goods from any other property of the Buyer or a third party and to repossess and to resell the Goods or any part thereof.

11.6 The Seller's rights contained in this clause and the exercise thereof shall be without prejudice to all other rights of the Seller and the Seller shall be entitled to maintain an action for the Price notwithstanding that the legal ownership in the Goods may not have passed to the Buyer.

## 12. ENFORCEMENT

12.1 Until such time as property in the Goods shall pass to the Buyer (and provided that the Goods are still in existence and have not been re-sold) the Buyer shall upon request being made by the Seller deliver up the Goods to the Seller and if the Buyer fails to do so forthwith to enter upon the Buyer's premises or those of any third party where the Goods are situate and re-possess any Goods supplied to the Buyer by the Seller. On the making of such a request as aforesaid the rights of the Buyer to use or re-sell the Goods as set out in clause 11.3 shall cease.

12.2 The Seller may in its absolute discretion assign to any third party whatsoever any debt outstanding and due from the Buyer without reference to the Buyer.

12.3 The Buyer shall 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 Seller but if the Buyer does so all monies owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

### Victor Products Limited

New York Way, New York Industrial Park, Newcastle-upon-Tyne, NE27 0QF, United Kingdom.

Telephone: +44 (0) 191 280 8000. Fax: +44 (0) 191 280 8080

Internet: <http://www.victor.co.uk> E-mail: [sales@victor.co.uk](mailto:sales@victor.co.uk)

A wholly owned subsidiary of  Federal Signal Corporation

Registered Office: New York Way, New York Industrial Park, Newcastle-upon-Tyne, NE27 0QF. UK Reg. No.06531201

[Page 8 of 13]



## 13. COPYRIGHT

All drawings, descriptions and other information submitted by the Seller shall remain the Seller's property together with the copyright thereon.

## 14. BRAND NAME

The Buyer shall not be entitled to modify the Seller's brand name or to present the Goods to third parties in any way other than as originating from the Seller.

## 15. POSTPONEMENT AND TERMINATION BY THE BUYER

15.1 The Buyer is not entitled to postpone the date for Delivery of the Goods as set out in the Contract without the written consent of the Seller. In the event of the Seller consenting to such postponement it may in its discretion require the Buyer to pay to the Seller a pro rata proportion of the Contract price based on Goods manufactured and/or purchased and/or work undertaken in preparation for performance of the Contract as at the date of postponement and to cover any and all expenses directly or indirectly incurred by the Seller in connection therewith including but not exclusively any and all storage, insurance and interest costs thereby incurred.

15.2 Save as provided in clause 9.2 the Buyer is not entitled to terminate the Contract without the written consent of the Seller. In the event of the Seller consenting to such termination it may in its discretion require the Buyer to pay to the Seller a pro rata proportion of the Contract price based on Goods manufactured and/or purchased and/or work already undertaken as at the date of termination and to cover any and all expenses directly or indirectly incurred by the Seller in connection therewith including but not exclusively any and all storage insurance and interest thereby incurred.

## 16. INSOLVENCY OF BUYER

16.1 This clause shall apply if :-

(a) any distress or execution shall be levied on the Buyer's assets or if the Buyer shall make or offer to make any arrangement or composition with creditors or commit an act of bankruptcy or administration order shall be presented or made against the Buyer or if the Buyer is a limited company and any resolution or petition to wind up the same (other than for the purposes of solvent reconstruction or amalgamation) shall be passed or served or an administration order be made or if a receiver or administrator be appointed of the Buyer's assets and undertaking or any part thereof; or

### Victor Products Limited

New York Way, New York Industrial Park, Newcastle-upon-Tyne, NE27 0QF, United Kingdom.

Telephone: +44 (0) 191 280 8000. Fax: +44 (0) 191 280 8080

Internet: <http://www.victor.co.uk> E-mail: [sales@victor.co.uk](mailto:sales@victor.co.uk)

A wholly owned subsidiary of  Federal Signal Corporation

Registered Office: New York Way, New York Industrial Park, Newcastle-upon-Tyne, NE27 0QF. UK Reg. No.06531201

[Page 9 of 13]



- (b) the Buyer ceases or threatens to cease to carry on business; or
- (c) the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer or if in the opinion of the Seller serious doubts arise as to the solvency of the Buyer.

16.2 If this clause applies then without prejudice to any other right or remedy available to the Seller :-

- (a) the Seller shall be entitled to terminate the Contract or suspend any further deliveries under the Contract without any liability to the Buyer; and
- (b) any entitlement of the Buyer hereunder to use Goods delivered but not paid for in full shall terminate forthwith; and
- (c) the Buyer shall allow the Seller to enter any premises of the Buyer to sever the Goods from other property to repossess and to resell any Goods delivered but not paid for in full or any part thereof; and
- (d) if Goods have been delivered but not paid in full, the price shall become immediately due and payable notwithstanding any agreement to the contrary reached between the Buyer and the Seller prior to any event referred to in clause 16.1

16.3 Without prejudice to any of the Seller's rights to claim damages the Buyer will on termination or cancellation of the Contract for any reason whatsoever or if the Buyer cancels, extends or delays or purports to cancel extend or delay the Contract or fails to take delivery of any Goods, indemnify the Seller against loss, cost, damage or expense incurred by the Seller in connection with the non-performance of the Contract.

## 17. GUARANTEE

17.1 Subject to the provisions of clause 10 the Seller agrees that it shall make good by repair or at its option by the supply of a replacement part or parts any defect in the Goods of which it receives notification in writing within 12 months from delivery of the Goods provided that the defect arises solely from faulty design, materials or workmanship on the part of the Seller and provided that the Buyer shows to the satisfaction of the Seller that the Goods have been properly stored, used and maintained. Any Goods or parts repaired or replaced under this clause will be subject to the guarantee contained herein only during the balance of the original guarantee period of 12 months as aforesaid and any parts removed by the Seller shall remain or become property of the Seller. The Seller shall have no liability whatsoever under this clause if the Buyer shall not promptly comply with the requests of the Seller for the purpose of assessing the defect and how it arose or if the Goods or any part thereof have been subjected to abnormal conditions or involved in any accident or have been altered or repaired or have been used for a purpose other than that for which it was designed or an attempt to alter or repair the Goods has

### Victor Products Limited

New York Way, New York Industrial Park, Newcastle-upon-Tyne, NE27 0QF, United Kingdom.

Telephone: +44 (0) 191 280 8000. Fax: +44 (0) 191 280 8080

Internet: <http://www.victor.co.uk> E-mail: [sales@victor.co.uk](mailto:sales@victor.co.uk)

A wholly owned subsidiary of  Federal Signal Corporation

Registered Office: New York Way, New York Industrial Park, Newcastle-upon-Tyne, NE27 0QF. UK Reg. No.06531201

[Page 10 of 13]



# Victor

®

been made other than by an authorised engineer of the Seller or fully in accordance with the Seller's written directions. The cost of returning the Goods or parts thereof to the Seller's works will be borne by the Buyer who shall also be responsible for the cost of packing and delivery of replacement parts therefore.

17.2 The Seller agrees to correct without charge any errors in the Services and to undertake again or to remedy without charge any Services improperly performed of which it receives notification in writing within 6 months of the date of completion of the Services provided always that the Buyer can demonstrate that the equipment on which the Services have been carried out has been maintained and operated correctly by the Buyer and allowance is made for fair wear and tear. It is expressly hereby agreed by the Buyer that the obligations set out in this clause 17.2 shall constitute the limit of the Seller's liability in relation to the Services and the Buyer undertakes to keep the Seller fully indemnified accordingly.

## 18. LIMITATION OF LIABILITY

The Seller's liability under clause 17 shall be in lieu of all warranties and conditions whether expressed or implied and whether contained in any statute or at common law or otherwise. Save as provided in Clause 17 the Seller shall not be liable in contract, tort or otherwise for any defect in failure or unsuitability for any purpose of the Goods or Services or any part thereof (whether the same be due to any act, omission, negligence or wilful default of the Seller or its employees, officers, agents or sub-contractors) or for any injury (other than death or personal injury resulting from the Seller's negligence within the meaning of Section 1(1) of the Unfair Contract Terms Act 1977) damage, expense or loss of whatever kind sustained by the Buyer or any other person which is directly attributable to any such defect, failure or unsuitability or to any work done in connection therewith.

## 19. ARBITRATION

If any dispute shall arise between the parties under the Contract which shall remain unresolved by discussion either party may elect to refer the dispute to arbitration by serving notice in writing on the other party to that effect whereupon the dispute shall be settled by a single arbitrator selected by the parties. In the absence of the appointment of an arbitrator acceptable to both parties within 28 days of receipt of the said notice an arbitrator shall be selected by the President for the time being of the UK's Institute of Mechanical Engineers.

### Victor Products Limited

New York Way, New York Industrial Park, Newcastle-upon-Tyne, NE27 0QF, United Kingdom.

Telephone: +44 (0) 191 280 8000. Fax: +44 (0) 191 280 8080

Internet: <http://www.victor.co.uk> E-mail: [sales@victor.co.uk](mailto:sales@victor.co.uk)

A wholly owned subsidiary of  Federal Signal Corporation

Registered Office: New York Way, New York Industrial Park, Newcastle-upon-Tyne, NE27 0QF. UK Reg. No.06531201

[Page 11 of 13]



## 20. SUB-CONTRACTING

The Seller shall be entitled to assign and/or sub-contract all or any of its obligations under the Contract.

## 21. SEVERANCE

If at any time any one or more of these conditions (or any part or parts thereof) is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted here from and the validity and/or enforceability of the remaining provisions of these Conditions shall not in any way be affected or impaired thereby.

## 22. WHOLE AGREEMENT

Each party acknowledges that the Contract together with any variations and/or qualifications made pursuant to these Conditions contains the whole agreement between the parties and that it has not relied upon any oral or written representation made to it by the other or its employees or agents.

## 23. HEADINGS

Headings are for reference purposes only, shall not be incorporated into the Contract and shall not be deemed to be any indication of the meaning of the clauses to which they relate.

## 24. WAIVER

No failure of, or delay or forbearance by the Seller (whether express or implied) in asserting or exercising any rights or remedies under the Contract shall effect its right to do so in the future.

## 25. NOTICES

Any notices to be served hereunder shall be delivered by hand or sent by first class post, facsimile, or e-mail with the correct answerback to the relevant party at its last known address. Notice shall be deemed served on delivery if delivered by hand on the third day after posting if posted or 24 hours after despatch by e-mail or facsimile (weekends and bank holidays excepted).

### Victor Products Limited

New York Way, New York Industrial Park, Newcastle-upon-Tyne, NE27 0QF, United Kingdom.

Telephone: +44 (0) 191 280 8000. Fax: +44 (0) 191 280 8080

Internet: <http://www.victor.co.uk> E-mail: [sales@victor.co.uk](mailto:sales@victor.co.uk)

A wholly owned subsidiary of  Federal Signal Corporation

Registered Office: New York Way, New York Industrial Park, Newcastle-upon-Tyne, NE27 0QF. UK Reg. No.06531201

[Page 12 of 13]





## 26. LAW AND JURISDICTION

These Conditions and each and every Contract shall be:-

- (a) Governed by English law; and
- (b) subject to the jurisdiction of the English courts.

The below acknowledge and accept the terms and conditions as detailed above.

Company Name:

---

Authorised Person Name (Please Print);

---

Authorised Person Signature;

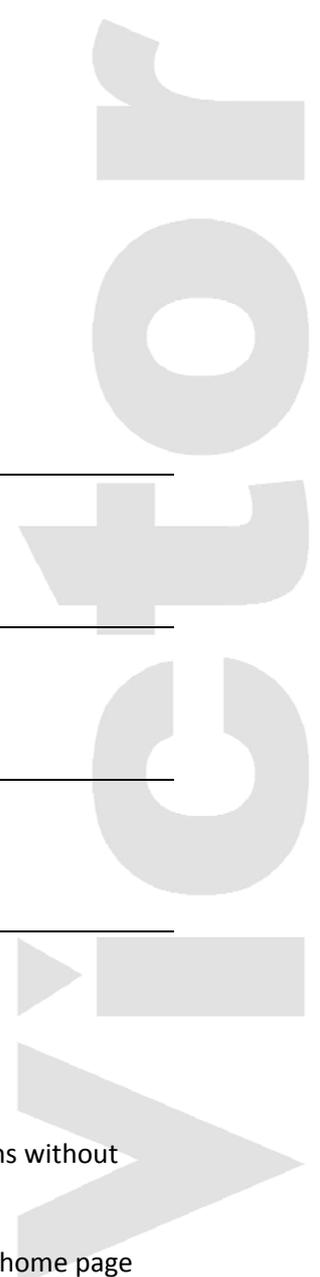
---

Date;

---

Please note that Victor Product Ltd. retain the write to update their terms and conditions without prior notice.

Copies of the latest version of our Terms and Conditions are available on our web site's home page ([www.victor.co.uk](http://www.victor.co.uk))



### Victor Products Limited

New York Way, New York Industrial Park, Newcastle-upon-Tyne, NE27 0QF, United Kingdom.

Telephone: +44 (0) 191 280 8000. Fax: +44 (0) 191 280 8080

Internet: <http://www.victor.co.uk> E-mail: [sales@victor.co.uk](mailto:sales@victor.co.uk)

A wholly owned subsidiary of  Federal Signal Corporation

Registered Office: New York Way, New York Industrial Park, Newcastle-upon-Tyne, NE27 0QF. UK Reg. No.06531201

[Page 13 of 13]

