

## **DELIVERY**

Whilst every endeavour will be made to effect deliveries on time, no guarantee as to exact dates is to be implied and no liability will be accepted for any loss or damage occasioned by delay in delivery however caused.

Any complaint of short delivery or damage to goods delivered in the UK must be notified in writing by the buyer to the seller and the Parcel Carrier within 3 days of receipt of the goods and any complaint of failure to deliver goods invoiced must be so notified to the seller, in writing, within 14 days of the date of the Invoice, Any complaint of short delivery or of damage to goods delivered outside the UK must be notified in writing by the buyer to the Seller and the Forwarding Agent within 7 days of receipt of the goods and any complaint of failure to deliver goods invoiced must be so notified to the seller in writing within 21 days of arrival at the Terminal Point.

## **CANCELLATION OR POSTPONEMENT OF DELIVERY**

Customers may not cancel or amend any outstanding orders already made, or in process of being made at the time, or of goods to be made from materials specifically ordered for the execution of such orders except by mutual written agreement and then only on terms which would fully indemnify the seller. Any goods previously ordered where delivery is postponed by the buyer for 30 days beyond the original date will be invoiced and payment required.

## **CLAIMS**

If any goods supplied by Visual Impact / ViperSystems (the Company) prove on inspection to be defective in material or workmanship the company undertakes at its option to repair any faulty item, replace the same or refund to the buyer the price of the goods and in no circumstances will liability exceed the cost of replacement or (at the Company's option) the price paid by the buyer for such goods. The Company shall not under any circumstances whatsoever be liable for damages whether consequential or otherwise, howsoever caused or occasioned and this undertaking is given in place of and excludes all other warranties and conditions whatsoever whether implied by statute or otherwise.

## **RETENTION OF TITLE**

The stock remains the property of the Company until paid for in full by the buyer and the Company retains licence to repossess such unpaid stock from any location. Should similar stock (both paid and unpaid) be located together, all stock is deemed to be unpaid stock and therefore subject to repossession by The Company to the value of the unpaid debts.

## **TERMS OF PAYMENT**

The prices charged and against which payment must be made will be those prices ruling at the date of dispatch of goods. Unless otherwise agreed, cash with order or cash against proforma invoice if no ledger account. With credit account, net cash 30 days, the company has the right to withdraw credit facilities, without notice, in the event of any failure by the buyer to adhere to these terms of payment.

It is an express condition of sale that in the event of the Company having to have resource to legal action or debt collecting agents the buyer in order to obtain payment of outstanding accounts any costs incurred in so doing are payable by the buyer on a full indemnity basis and that the Company shall have the right to charge without notice Interest at Commercial Rates and currently in force on any overdue accounts for as long as they are overdue.

## **RETURN OF GOODS**

Return of goods supplied in accordance with customer's orders cannot be accepted unless agreed in writing. A minimum handling charge of 20% [or up to 50% at the discretion of the seller] (excluding VAT) will be levied on all orders which have been returned after agreement by the Company.

Non-standard goods supplied in accordance with customer's orders cannot be accepted for return or credit

## **VAT**

All prices quoted exclude VAT unless stated.

Customers own conditions of purchase or buyer's standard conditions of purchase shall not apply unless specifically accepted, in writing, in advance.

No variation hereto or addition hereto shall be binding upon the Company unless in writing under the hand of a responsible

## **E&OE**

Visual Impact T/a Viper Systems  
Lechmere House  
Lechmere Crescent  
Worcester WR2 6EE  
Tel: 01905 420467  
Fax: 01905 749473  
Email: [enquiry@vipersystems.co.uk](mailto:enquiry@vipersystems.co.uk)  
[www.vipertrading.co.uk](http://www.vipertrading.co.uk)

VAT reg.No.GB705 3856 34

Licensed Credit Brokers

