

VENTURE MARINE LTD CONDITIONS OF SALE

1. DEFINITIONS

In these conditions of sale 'the seller' shall mean Venture Marine Ltd; 'the buyer' shall mean any person or persons, company or companies who shall order or buy the goods; 'the goods' shall mean the goods and/or materials supplied or sold by the seller; and 'the contract' shall mean the contract for the sale or supply of the goods by the seller to the buyer.

2. CONTRACT

No quotation by the seller shall constitute an offer. The seller shall not be bound by any terms or conditions set out in the buyer's order and these conditions of sale shall supersede and prevail over any other terms and conditions stipulated or referred to by the buyer. No previous correspondence, writings, e-mails, texts or verbal communications between buyer and seller regarding the goods shall form any part of the or be incorporated into the contract.

Any variations in the contract must be agreed in writing by the buyer and the seller.

3. PRICE

Any price lists or catalogues issued by the seller and all prices contained therein are subject to variations or withdrawal without notice.

4. DELIVERY

The buyer shall accept delivery of the goods within a period of 7 days of being notified by the seller that the goods are available for delivery. If the buyer shall fail to accept delivery the seller shall be entitled:

(a) to charge interest to the buyer at the rate of 5% per annum above HSBC Bank PLC base lending rate for the time being (such interest being calculated daily and charged monthly by the seller and payable by the buyer on demand by the seller);

and

(b) to make a storage charge against the buyer at a rate equivalent to 10% per annum; on all sums due to the seller in terms of the contract and for the time being paid in respect of the period from the expiration of the said 7 days until delivery of the goods is accepted by the buyer

5. DELIVERY AND PASSING OF RISK

The seller shall deliver the goods to the buyer at the place specified by the buyer and agreed by the seller in writing or such other place in the United Kingdom as the buyer directs. Risk or damage of the goods shall pass to the buyer immediately after the goods leave the seller premises. Any claim for damage to the goods in transit shall be submitted to the carrier. If the seller delivers the goods to the buyer the seller is liable for any damages incurred during transport.

6. DELAY IN DELIVERY

Any delivery date given by the seller to the buyer is the seller's approximate estimate of the date on which the goods will be delivered to the buyer and the seller will make every reasonable endeavour to meet such a delivery date. Delivery and completion dates are not, however, subject to any condition, guarantee or representation and, unless otherwise agreed in writing between the seller and the buyer, there shall be no liability upon the seller in respect of any loss or damage (including consequential loss or damage) incurred by the buyer arising from any delay in delivery of goods; nor shall the buyer be entitled to refuse to accept delivery or to cancel the contract as a result of any delay in delivery of the goods. Late delivery shall not affect the obligation of the buyer to pay the full price.

7. PAYMENT

Unless otherwise agreed in writing between the seller and the buyer, payment of all sums due to the seller in respect of a contract for the supply of goods shall be made within 30 days of the date of the invoice for business customers. For consumer customers the invoice is payable upon delivery of the goods.

The seller will issue a deposit invoice equal to 25% of the quoted price ex VAT to the buyer, payable before delivery of the hull to the seller's workshop.

The seller shall have the right to charge interest on all sums which may at any time be overdue for payment in terms of the contract (from the date such sums become due, until such sums have been paid to the seller in full) at the rate per month of 5% above the HSBC Bank PLC base lending rate. Such interest shall be calculated daily and charged monthly by the seller and payable by the buyer on demand by the seller.

In the event that the buyer fails to pay all sums due to the seller within 30 days of the invoice date all outstanding sums shall become immediately due and payable.

8. PASSING OF PROPERTY

Property and title in the goods (each contract for the sale or supply of goods being treated as a separate contract) shall not pass to the buyer until the invoice has been paid in full.

9. TECHNICAL DATA

With the exception of these conditions of sale all information, details, measurements, descriptions, drawings, dimensions and volumes are intended to be and may be construed as only a generally informative nature and no such information shall be incorporated into the contract.

10. SELLER'S WARRANTY AND LIABILITY FOR DEFECTS

The buyer is deemed to have satisfied itself as to the suitability of the goods for the purpose the buyer required them. All products either manufactured or all services supplied by the seller are covered by a 12 month warranty. The warranty terms are as follows;

Where the goods supplied by the seller to the buyer are found within 12 calendar months to be faulty after delivery or defective in material or workmanship or not to conform to the specifications set out in the buyer's order the buyer shall notify the seller of such defect within 14 days of discovery. The seller shall, provided that the goods have been accepted and paid for, either repair such goods, replace such goods or refund to the buyer the price of the goods.

The liability of the seller under this clause is conditional upon the buyer not attempting to repair or allowing anyone not previously approved by the seller to repair any part or parts of the goods. There shall be no liability on the seller in terms of this clause for any defects which in the opinion of the seller, occur as a result of;

- (i) misuse of the goods or negligence on the part of any person other than the seller;
- (ii) loss or theft of the goods or any part of them;
- (iii) damage from any cause other than negligence by the seller or the seller's personnel;
- (iv) unauthorised modification, alteration or repair of any of the goods.

Our liability to you shall not in any event include losses related to any business of the buyer, such as loss of profits or business interruption, neither will we be responsible to you for any other loss which is not a foreseeable consequence of the seller being in breach of these Terms and Conditions or its legal duties.

This does not affect your statutory rights if you are a consumer, nor is it intended to exclude our liability to you for fraudulent misrepresentation or for death or personal injury resulting from our negligence.

11. CANCELLATION

If the buyer cancels his order the seller shall be entitled to recover all costs incurred by the seller up to the date on which the seller receives notice of such cancellation. Any remaining monies from the deposit, if paid, will be reimbursed to the seller.

12. FORCE MAJEURE

If performance of the contract shall be delayed by any circumstances or conditions beyond the control of the seller including any war, industrial dispute, strike, malicious damage, fire, flood, act of God, accident, non-availability or shortage of material or labour, failure of any supplier to perform, any order, regulation or requisition made or issued by any government department or other constituted authority, then the seller shall have the right to suspend further performance of the contract until such a time as the cause of delay shall no longer be present.

13. RULING

The contract shall be governed in all respects in accordance with the laws of England and the parties hereto submit to the exclusive jurisdiction of the English Courts.

14. SEPARATE AND SEVERABLE

Each clause and sub-clause in these Terms and Conditions of Sale are separate and severable and enforceable accordingly

www.venturemarineltd.co.uk

Venture Marine Ltd.

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