



Supplementary Terms and Conditions for the Sale, Loan or Rental of Goods

VSL shall sell, loan or rent Goods to the Client on the terms and conditions set out in VSL's General Terms and Conditions and the terms and conditions of these Supplementary Terms. All definitions set out in the General Terms and Conditions shall, unless otherwise specified below, have the same meaning when used in these Supplementary Terms.

1. SUPPLEMENTARY DEFINITIONS

- 1.1 'Contract Price' means the price of the Goods agreed between the parties.
- 1.2 'Faulty' means that the Goods do not conform substantially to its specification.
- 1.3 'List Price' means the manufacturers retail price of the Goods prevailing at the Commencement Date.

2. TERM

- 2.1 This Agreement will be deemed to come into effect on acceptance of the Client's Order by VSL and shall run until the occurrence of the latest of the following events:
 - 2.1.1 The expiry of the warranty period set out herein;
 - 2.1.2 The termination of any agreement for the rental of Equipment as set out in the Order.

3. RENTAL AND LOAN OF EQUIPMENT

- 3.1 VSL may, at its sole discretion agree to rent or loan to the Client. The provisions of this clause 3 shall only apply to Equipment that is rented from or loaned by VSL.
- 3.2 If VSL loans Equipment to the Client, all of the provisions of this clause 3, save sub-clause 3.3 shall apply.
- 3.3 If the Equipment is rented by the Client, the Client agrees:
 - 3.3.1 The rental charge, Minimum Term and billing period are as set out on the relevant Order for additional Services;
 - 3.3.2 If the Client terminates this Agreement for the Rental of Equipment for convenience prior to the end of the Minimum Term or any subsequent Additional Term, the Client shall be liable for the rental Charges payable for the remainder of the Minimum Term or Additional Term as appropriate, plus any Charges for the removal of the Rental Equipment;
 - 3.3.3 If VSL terminates this Agreement for the Rental of Equipment due to the Client's un-remedied breach thereof prior to the end of the Minimum Term or any subsequent Additional Term, the Client shall be liable for the rental Charges payable for the remainder of the Minimum Term or Additional Term as appropriate, plus any Charges for the removal of the Rental Equipment;
- 3.4 Rental Equipment and Loan Equipment shall at all times remain the property of VSL.
- 3.5 Without prejudice to any of its other rights, VSL may recover or resell the Rental Equipment or Loan Equipment supplied and its servants or agents may enter upon the Client's premises for that purpose if any of the provisions of clause 11.1 of the General Terms and Conditions are exercised by VSL and VSL has reasonable grounds to believe that its interest in the Rental Equipment or Loan Equipment is or is likely to be in jeopardy.
- 3.6 In the event of a malfunction of the Loan Equipment or Rental Equipment VSL shall at its sole discretion either repair the defective equipment or replace the defective equipment with equipment of equal or greater functional specification.
- 3.7 VSL shall at its sole discretion install the Rental Equipment or Loan Equipment at the Client's site.

- 3.8 The Client undertakes to:
- 3.8.1 Only use the Rental Equipment or Loan Equipment in conjunction with the Services for which it has been provided;
 - 3.8.2 Store the Rental Equipment or Loan Equipment in a manner that makes it readily identifiable as the Rental Equipment or Loan Equipment;
 - 3.8.3 Keep the Rental Equipment or Loan Equipment properly insured for not less than its List Price;
 - 3.8.4 Obtain and pay for all necessary licences, consents and approvals required for the installation and operation of the Rental Equipment or Loan Equipment;
 - 3.8.5 Notify VSL promptly of any faults in, loss of or damage to the Rental Equipment or Loan Equipment;
 - 3.8.6 Pay VSL by way of liquidated damages the List Price for the Rental Equipment or Loan Equipment and any additional losses incurred by VSL in the event of loss of or damage to the Rental Equipment or Loan Equipment, howsoever caused, save by VSL, its employees or subcontractors.
- 3.9 The Client undertakes not to:
- 3.9.1 Pledge the Rental Equipment, Loan Equipment or documents to title thereon, or allow any credit to arise thereon;
 - 3.9.2 Dispose of the Rental Equipment, Loan Equipment or documents of title thereon or any interest therein; or
 - 3.9.3 Hold itself out as VSL's agent in respect of the Rental Equipment or Loan Equipment; or
 - 3.9.4 Repair, modify or otherwise maintain, or allow any other party to do same to the Rental Equipment or Loan Equipment.
- 3.10 On termination of this Agreement, howsoever occasioned the Client shall:
- 3.10.1 Return the Rental Equipment or Loan Equipment to VSL in good condition, subject to reasonable wear and tear;
 - 3.10.2 Remain liable for the Rental Equipment or Loan Equipment until such time as it has been delivered to VSL;
- 3.11 If the Rental Equipment or Loan Equipment is not returned to VSL or is returned damaged, VSL shall be entitled to charge the Client, by way of liquidated damages, the List Price for the Rental Equipment or Loan Equipment and any additional losses incurred by VSL.
- 3.12 The Client shall return Loan Equipment or Rental Equipment to VSL within 30 days of any request by VSL to return such.

4. PRICES AND CHARGES

- 4.1 The Contract Price for Goods and optionally the rental price thereof are set out in the Order subject to the provisions of clause 4.2 hereof.
- 4.2 VSL shall at any time be entitled to increase the prices for Goods or Rental Equipment set out in the Order:
- 4.2.1 Should the Client alter its specification or instructions after the date of Order or VSL otherwise has to alter, modify or otherwise carry out work on any Goods;
 - 4.2.2 Should there be any increase in the cost to VSL of purchasing any Goods by reason of any foreign or currency fluctuations, alterations in any taxes or duties, variations in the cost of VSL's materials, components, labour or transport or by reason of any other cause whatsoever beyond the reasonable control of VSL.
- 4.3 All prices quoted by VSL are ex-works and are exclusive of Value Added Tax and other taxes, duties and other impositions and the Client shall pay all taxes, duties and other government charges in respect of the Goods or Rental Equipment at the rate ruling at the tax point, together with transport costs for delivery of the Goods or Rental Equipment to the Client.

- 4.4 Save Charges which may be made under the terms of clause 3 hereof for the rental of Equipment, there shall be no recurring Charges under the terms of these Supplementary Terms.

5. PAYMENT

- 5.1 Payment for purchased Goods is due within thirty days of the date of VSL's invoice, save that if a different period is set out on VSL's invoice; payment is due within such period.
- 5.2 VSL shall be entitled, at its sole discretion, to request payment for purchased Goods prior to the despatch of such Goods to the Client.
- 5.3 If VSL allows provisional credit or extends credit in respect of any part of the Goods, it shall be without prejudice to its right to refuse to give up possession of any other part of the Goods save against payment.
- 5.4 Where the Goods is to be supplied or payment theretofore is to be made by instalments the failure of the Client to pay any of the instalments in due time shall entitle VSL to treat such failure as repudiation of the whole Contract with the Client and to recover damages incurred as a result of said breach of Contract.
- 5.5 If payment is overdue in whole or in part then the whole of any amounts outstanding to VSL shall immediately become payable whether or not such monies should have been payable at that time but for the provisions of this sub-clause.
- 5.6 Time is of the essence with respect to payment under the terms of this Agreement.
- 5.7 VSL shall raise invoices for Rental Equipment Charges according to the Charges and billing period set out on the Order.
- 5.8 If the Client is unable to accept delivery of the Goods on the agreed delivery date, VSL shall be entitled to invoice the Client as if such delivery had taken place.

6. WARRANTY

- 6.1 With respect to Goods that is manufactured by a third party and sold by VSL:
- 6.1.1 VSL's only warranty to the Client is that the Goods shall conform substantially to its description provided by VSL and is free of any rightful claims of their manufacturer.
- 6.1.2 To the extent that any warranties extended to VSL by their manufacturer are transferable, VSL shall transfer such warranties to the Client.
- 6.1.3 VSL cannot pass onto the Client any greater warranty in respect of the Goods than that which has been conferred on VSL under the terms of VSL's agreement with its own supplier(s).
- 6.2 Subject to clause 14, the warranty contained in sub clause 6.1 is given in lieu of and shall be deemed to exclude all other warranties and conditions, whether express or implied and whether arising by common statute or otherwise.
- 6.3 If the supplied Goods is Faulty or becomes Faulty and the manufacturer agrees to accept a claim under its warranty provisions, the Client shall return the Goods to the location specified by VSL for the purpose of repair under such warranty. The Client shall pay for packaging and carriage and such carriage will be at the Client's risk.

7. TECHNICAL INFORMATION

- 7.1 VSL shall be under no liability whatsoever resulting from or arising out of or in connection with or in relation to any statement made by any of its employees, servants or agents or contained in any document before the Contract between VSL and the Client unless VSL gives notice in writing to the Client that it intends to rely on any such statement or document.
- 7.2 Without prejudice to the generality of sub-clause 7.1:
- 7.2.1 Any description contained in any catalogue, sample price lists or other advertising material supplied by VSL is intended merely to present a general picture of the Goods sold by VSL and

shall not form a representation to the Client or become part of any contract for sale of Goods made between VSL and the Client;

- 7.2.2 VSL makes no warranty express or implied concerning any advice or recommendation made to it by the Client.

8. DELIVERY

- 8.1 If Goods is to be delivered by VSL to the Client, such Goods shall be delivered to the location set out in the Order. Unless it is otherwise agreed in writing, such Goods shall be delivered by any means chosen by VSL and VSL shall not be under any obligation to provide personnel, plant or power to assist the unloading of the Goods.
- 8.2 If the Client is unable to take delivery of the Goods, VSL may at its sole discretion store the Goods at its risk, but may be entitled to charge the Client its reasonable costs for doing so.
- 8.3 VSL shall make reasonable endeavours to avoid delay but no responsibility is undertaken for meeting any specific delivery dates. Accordingly no liability will be accepted for any direct or indirect loss which may be caused by delayed delivery whether brought about by a cause beyond the control of VSL or not.
- 8.4 VSL shall be entitled to deliver the Goods, Rental Equipment or Loan Equipment in one or more consignments unless otherwise agreed.
- 8.5 The Client shall inspect the Goods immediately on delivery thereof and shall within two Working Days from such delivery give VSL notice of any matter or thing by reason whereof the Client may allege that the Goods are not in accordance with the Contract or are defective in material or workmanship. If the Client fails to give such notice the Goods shall be conclusively presumed to be in all respects in accordance with the Contract and free from any defect which would be apparent on any reasonable examination and the Client shall be deemed to have accepted the Goods accordingly. If the Client establishes to VSL's reasonable satisfaction that the Goods are not in accordance with the Contract or are so defective, VSL may elect to repair the Goods or to replace the Goods or to refund the purchase price against the return of the Goods.
- 8.6 If the Goods are lost or damaged in transit the Client shall notify both VSL and the carrier of the loss or damage within two Working Days of the delivery.
- 8.7 VSL shall not be responsible for the installation of Goods at the Client's site under the terms of these Supplementary Terms, unless otherwise agreed.

9. RETURNS

- 9.1 Goods supplied to the Client under the terms of this Agreement which the Client wishes to return for reasons other than those set out in sub-clause 8.6 cannot be returned without VSL's prior written consent.
- 9.2 The Client shall be responsible for delivering the Goods to VSL's premises and the Client shall be liable for all packaging and carriage costs.
- 9.3 All Goods returned to VSL shall be returned in the same condition and packaging in which it was originally delivered to the Client.
- 9.4 VSL shall be entitled to levy a handling / re-stocking charge for returned Goods.

10. PASSING OF RISK

- 10.1 The Goods shall be at the Client's risk from the time of delivery of the Goods to the Client or a third party identified by the Client and if the Client returns Goods to VSL, until the time of delivery back to VSL.
- 10.2 Where Goods are to be collected by the Client, or by the Client's carrier the Goods shall be at the Client's risk from the time of collection of the Goods.

- 10.3 VSL shall not be liable for any loss of any kind to the Client arising from any damage to the Goods occurring after the risk has passed to the Client howsoever caused, nor shall any liability of the Client to VSL be diminished or extinguished by such loss.

11. RETENTION OF TITLE

- 11.1 The Goods agreed to be sold shall remain the property of VSL until all sums due to VSL have been paid in full.
- 11.2 Without prejudice to any of its other rights, VSL may recover or resell the Goods supplied and its servants or agents may enter upon the Client's premises for that purpose on the occurrence of any of the events listed in sub-clauses 11.1.1, 11.1.4, 11.1.7 and 11.1.9 of the General Terms and Conditions; or
- 11.2.1 VSL has reasonable grounds to believe that the Client is insolvent or that VSL's right to receive payment or its interest in the Goods is or is likely to be in jeopardy.
- 11.3 Until such time as the Client becomes the owner of the Goods supplied it will store the Goods on its premises separately from its own goods in a manner which makes it readily identifiable as the Goods.
- 11.4 Until title in the Goods has passed to the Client hereunder the Client shall not:
- 11.4.1 Pledge the Goods or documents to title thereon, or allow any credit to arise thereon; or
- 11.4.2 Dispose of the Goods or documents of title thereon or any interest therein; or
- 11.4.3 Hold itself out as VSL's agent in respect of the Goods.
- 11.5 Until such times as the Client becomes the owner of the Goods supplied to it, the Client will keep the Goods properly insured for not less than its List Price.

12. USE OF EQUIPMENT

- 12.1 The Client shall bring to the attention of all persons using the Equipment all of VSL's instructions and recommendations for use packed by VSL with the Equipment or referred to in VSL's catalogues or brochures or which VSL has notified to the Client. Further the Client shall take such steps as are necessary to ensure that there will be available in connection with the use of the same adequate information about the use for which they were designed and about any conditions necessary to ensure that when put to that use they will be safe and without risk to health.
- 12.2 The Client shall not remove or deface any label affixed to the Equipment referring any user thereof to VSL's instructions and or recommendations for use.
- 12.3 If any item comprised in the Equipment is resold by the Client, the Client shall bring to the attention of its purchaser all of VSL's instructions / recommendations for use packed by VSL with the Equipment or referred to in VSL's catalogues or brochures or which VSL has notified to the Client. Further on such resale the Client shall exact an enforceable undertaking from its purchaser not to remove any label affixed to the Equipment referring any user thereof to VSL's instructions and or recommendations for use and that such purchaser shall take such steps as are necessary to ensure that there will be available in connection with the use of the Equipment adequate information about the use for which they were designed and about any conditions necessary to ensure that when put to that use they will be safe and without risk to health.
- 12.4 Where the Equipment has been manufactured or constructed according to designs or configurations or by processes specified or supplied by the Client, the Client represents and warrants to VSL that the Client has or will have satisfied itself that all necessary tests and examinations have been made or will be made prior to the Equipment being brought into use to ensure that the Equipment are designed, constructed and operational so as to be safe and without risk to the health and safety of those using the same and that it will take such steps as are necessary to ensure that there will be available in connection with the use of the Equipment adequate information about the use for which they were designed and have been tested and about any conditions necessary to ensure that when put to that use they will be safe and without risk to health.

- 12.5 Subject to the provisions of sub-clause 10.13 of the General Terms and Conditions, the Client shall indemnify and keep indemnified VSL on a continuing basis against all actions, suits, claims, demands, losses, charges, costs and expenses which VSL may suffer or incur in connection with any claim or third party alleging the facts which if established would indicate a breach of the undertakings, representations and warranties on the part of the Client contained in this clause 12 or which if established would indicate a breach by any purchaser from the Client of any undertaking, which the Client is required in this clause 12 to exact from such purchaser.

13. CANCELLATION

- 13.1 No cancellation, alteration, amendment or postponement of delivery of all or part of its order by the Client shall be effective unless communicated in writing to VSL and agreed in writing by VSL.
- 13.2 Upon any such cancellation VSL shall be entitled to be paid the price of the Goods purchased or manufactured by VSL or supplied to the date of the cancellation and the Client shall take over and pay for at the current price such materials as have been allocated by VSL to the Contract.

14. COMPUTER SOFTWARE

- 14.1 All Software shall be supplied to the Client for use under the terms of the licence granted by the owner of the Software to the Client and all intellectual property and title and the rights in the Software shall remain vested in any third party owning such property, title and rights.
- 14.2 Any warranty or guarantee given by VSL in respect of the Software shall be strictly limited to the medium of storage and VSL shall not be liable in respect of any loss or damage occasioned to the Software itself or consequential upon the use of the Software for any purpose.

15. EXCLUSION OF LIABILITY

- 15.1 Save as expressly set out in these Supplementary Terms the Goods are not supplied with or subject to any condition, warranty or other term whether express or implied unless specifically stated by VSL in writing and except for the terms implied by section 12 of the Sale of Goods Act 1979.
- 15.2 In no circumstances except under clause 6 above shall be VSL's liability whether in contract or in respect of any negligence or otherwise to the Client arising under or out of or in connection with any contract for the supply of Goods exceed the cost to the Client in replacing or repairing the said Goods. Except in any case where a claim is made under section 12 of the Sale of Goods Act 1979 or where clause 13.2 applies, VSL shall not be under any liability for any cost or expenses incurred by the Client in repairing or replacing the said Goods unless VSL is first afforded a reasonable opportunity of repairing or replacing them provided that the Client shall be entitled to effect such repairs or replacements before affording such an opportunity as may be reasonably necessary to prevent any consequential loss or damage to the Client.
- 15.3 Subject to the provisions of sub-clause 10.13 of the General Terms and Conditions, the Client shall indemnify VSL and keep VSL indemnified on a continuing basis from and against all damage, injury or loss occurring to any person or property and against all actions, suits, claims, demands, charges or expenses in connection herewith arising from the condition or use of the Goods in the event and to the extent of that damage, injury or loss shall have been occasioned partly or wholly by the carelessness of the Client, its servants or agents and any breach by the Client of its obligations to VSL hereunder.

16. PATENTS, TRADEMARKS, ETC

- 16.1 The Goods are sold subject to the rights of any person, whether in respect of any patent, trade mark, registered design, copyright, confidential disclosure or otherwise howsoever to prevent or restrict the sale or use of the Goods in any part of the world; and the Client will in this respect accept such title to the Goods as VSL may have.
- 16.2 Where the Goods have been manufactured or constructed according to designs or configurations or by processes specified or supplied by the Client, the Client represents and warrants to VSL that the

Goods as so designed or configured and/or the processes so used do not infringe the rights of any persons, whether in respect of any patent, trademark, registered design, copyright, confidential disclosure or otherwise howsoever to prevent or restrict the sale or use of the Goods or the use of such processes in any part of the world. Subject to the provisions of sub-clause 10.13 of the General Terms and Conditions, the Client shall indemnify VSL and keep VSL indemnified on a continuing basis from and against all damage, injury or loss occurring to any person or property and against all actions, suits, claims, demands, charges or expenses which VSL may suffer or incur in connection with any claim by which any third party alleging facts which if established would indicate a breach of the representations and warranties in this sub-clause.

17. TERMINATION

- 17.1 If the Client fails to take and pay for Goods sold in accordance with the Contract VSL shall be entitled to treat the Contract as repudiated. Without prejudice to VSL's right to recover from the Client by way of damages any loss or expense which VSL may suffer or incur by reason of the Client's default and VSL shall be entitled to dispose of the Goods as it shall think fit and shall not be under any liability to account to the Client for the price received therefore or otherwise.
- 17.2 VSL shall be entitled immediately to terminate the Contract at any time upon occurrence of any of the events specified in clause 11.2. Upon any such termination VSL shall be entitled to be paid the price of the Goods manufactured or supplied to the date of the cancellation and the Client shall take over and pay for at the current price such materials as have been allocated by VSL to the Contract.

18. FINANCE

If the Client requests VSL to arrange finance for the purchase of Goods on the Client's behalf, the Client agrees that:

- 18.1.1 VSL will act as an agent for the Client and for the avoidance of doubt, not for the finance provider;
- 18.1.2 If VSL is unable to procure finance terms or is unable to procure finance terms that are acceptable to the Client, this Agreement shall be terminated and any deposit made by the Client shall be returned by VSL and the Client will have no further liability under the terms of this Agreement;
- 18.1.3 If the Client fails to provide third-party indemnities that are required by the finance provider, such failure will be deemed to be a breach of this Agreement and the Agreement will be terminated forthwith and VSL shall be entitled to retain any deposit made by the Client;
- 18.1.4 It is a condition of this Agreement that regardless of any provisions made by the finance provider in its contracts, the Client shall finalise the finance arrangement immediately upon VSL's delivery of the Goods to the Client's site.
- 18.1.5 If the Client fails to finalise the finance agreement or fails to commence payment under the terms of the finance agreement, the Client shall forthwith become liable for the full cost of the Goods supplied under the terms of this Agreement.
- 18.1.6 The Client hereby consents to and procures that its directors, owners and officers consent to VSL carrying out such credit reference checks as are deemed necessary and reasonable during its procurement of finance services on the Client's behalf. The Client also agrees to provide all information requested by VSL that is necessary to carry out credit reference checks.