

VOR TRANSMISSIONS LIMITED STANDARD TERMS AND CONDITIONS OF SALE 1. Definitions used in these Terms & Conditions: 'the Company' VOR Transmissions Ltd (VOR) of Little London House, Saint Anne's Road, Little London, Willenhall, West Midlands WV13 1DT. Telephone No: 01902 604141. Registered in England No 2900870. VAT Registration No (GB) 478 9948 53. 'the Buyer' The customer as detailed on the Order Acknowledgement of VOR. 'the Unit' The replacement unit or unit to be reconditioned or repaired, or parts only or services as detailed in the Order Acknowledgement of VOR. 'Point of Sale' Being the date on the Order Acknowledgement of VOR. 'the Warranty Period' Being the period as stated on the Order Acknowledgement of VOR (Return to Base). 'Price' Being the price quoted on the Order Acknowledgement of VOR plus VAT and any other sums plus VAT. 'Exchange Unit' As applicable and defined on the Order Acknowledgement of VOR. 'Conditions' These terms and conditions incorporating the terms and conditions contained in this document. 'Contract' The contract for the sale and purchase of the Unit or services as detailed on the Order Acknowledgement of VOR. 'Delivery, Cancellation and Delivery Costs' As detailed in the Order Acknowledgement of VOR. 1.1 Basis of Sale 1.1 VOR shall either sell and the Buyer shall purchase the Unit (which unless otherwise expressly agreed shall be the reconditioned Unit as detailed in the Order Acknowledgement of VOR) or VOR shall repair or recondition the Unit for the Buyer as the case may be in accordance with any quotation of VOR which is accepted by the Buyer or the written Order Acknowledgement of VOR to create a binding legal contract with no automatic statutory right for the Buyer to change their mind or cool off subject in either case to these Conditions which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted or any such order made or purported to be made by the Buyer. For the avoidance of doubt nothing in the agreement between VOR and the Buyer shall confer on any third party any benefit or the right to enforce any term of this agreement. Unless otherwise agreed in writing the terms of the agreement between VOR and the Buyer shall apply to any order placed by the Buyer. In the event of any inconsistency between these terms and those passing between the parties these terms shall prevail. 1.2 These Conditions shall be binding unless otherwise agreed between VOR and the Buyer in writing. 1.3 References in these Conditions to 'the Unit' shall where appropriate mean the Unit agreed to be sold and purchased the Unit to be repaired the repaired Unit or the repairs to the Unit or parts only or services as detailed on the Order Acknowledgement of VOR. 2. Orders and Specifications 2.1 No order by the buyer shall be deemed to be accepted until confirmed in writing by VOR. 2.2 The quantity, quality and description of and any specification for the Unit and the Exchange Unit shall be set out in the quotation of VOR if accepted by the Buyer or in the Buyer's order if accepted by VOR. 2.2.1 Unless agreed in writing by VOR before receipt of a Unit, VOR shall not be responsible for identifying the probable cause of failure of a Unit. Any reports prepared by VOR stating its opinion are chargeable. 2.3 All supplies of parts only are non returnable. No warranty applies to parts only orders. 2.3.1 No warranty applies to parts supplied by the Buyer. 2.4 VOR shall not be liable for advising the correct specification of a transmission unit based upon vehicle details. 2.4.1 Should the Unit (excluding parts only supplies) supplied be of incorrect specification and returned to VOR VOR reserves the right to charge the Buyer any costs incurred. 2.5 Should the Buyer cancel an order after it has been accepted by VOR VOR reserves the right to charge the Buyer for parts already ordered by VOR and any other costs incurred. 2.5.1 Collection or delivery instructions which are cancelled by the Buyer with less than 24 hours' notice are subject to carriage charges of up to £200.00 + VAT. 2.6 Where a Unit belonging to the Buyer has been costed by VOR and the Buyer chooses not to proceed if the Buyer does not collect the Unit within 14 days VOR reserves the right to dispose of the Unit without further notice to the Buyer. 2.6.1 During the costing process, some components are unavoidably destroyed and rendered unusable. VOR accepts no liability for these components. 2.6.2 VOR reserves the right to charge the Buyer at its usual rates for costing the Buyer's unit. These charges must be paid in cleared funds before the Unit is returned to the Buyer or his representative. 2.7 Where parts are replaced in the course of repair or reconditioning, the displaced components shall be deemed to be VOR's absolute property. 2.8 Where units belonging to the Buyer are tendered to VOR for costing (or offered as the exchange unit) VOR shall not be liable for any ancillary components which remain fitted to the unit. 3. Price 3.1 The Price of the Unit shall be the price specified on VOR's Order Acknowledgement. 3.1.1. The Price of the Unit shall be an all inclusive Price and no details of parts and labour division shall be provided by VOR. 3.2 The Price of the Unit shall be an ex-works price but where VOR agrees to deliver the Unit otherwise than at VOR's premises the Buyer shall be liable to pay VOR's charges for transport and packaging at the cost stated in VOR's Order Acknowledgement or if none is stated at a reasonable cost. 3.3 VOR reserves the right to charge up to 5% surcharge on the Price of the Unit including VAT and delivery charges for credit card payments. 3.5 Removal and refitting of ancillary components eg valves, switches, PTO, Telma, speedo worms etc will be subject to additional charge and such components will not be included in any warranty given. 3.6 All sums payable to VOR under these Conditions are exclusive of VAT which the Buyer shall be additionally liable to pay to VOR. 4. Terms of Payment 4.1 VOR shall be entitled to invoice the Buyer as from the Point of Sale and the Buyer shall pay the Price and all other sums due in advance of any work being undertaken on the Buyer's unit by VOR or in advance of a replacement unit being released. 4.2 The Buyer shall pay the Price and all other sums due without deduction or set-off and in cleared funds. 4.3 If the Buyer fails to make any payment on the due date then without prejudice to any other right or remedy available to VOR VOR shall be entitled to: 4.3.1 Cancel the Contract or suspend any further deliveries to the Buyer and charge the Buyer interest both before and after any judgement on the amount unpaid at the rate of 4% above the base rate of Natwest Bank from time to time until payment is fully made such interest to accrue on a daily basis. 4.3.2 Recover any and all charges associated with payment or failure thereof in addition to a £200.00 administration fee. 4.3.3 Cancel all warranties on all Units supplied by VOR to the Buyer. 4.3.4 Dispose of the Buyer's unit and or parts procured for the unit. Any excess obtained by VOR after deducting its costs shall be payable to the Buyer and any shortfall shall remain the liability of the Buyer. 5. Delivery 5.1 Delivery of the Unit shall be made by the Buyer collecting the Unit at VOR's premises at any time after VOR has notified the Buyer that the Unit is ready for collection or if some other place for delivery is agreed by VOR delivering the Unit to that place. 5.2 Any dates agreed for delivery of the Unit are approximate only and VOR shall not be liable for any delay in delivery of the Unit whatsoever caused. Time for delivery shall not be of the essence. 5.3 Where the Unit is to be delivered in instalments each delivery shall constitute a separate contract and any failure by VOR to deliver any one or more of the instalments or any claim made by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated. 5.4 If VOR fails to deliver the Unit for any reason other than any cause beyond the reasonable control of VOR or the Buyer's fault then VOR is accordingly liable to the Buyer. VOR's liability shall be 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 Unit. 5.5 If the Buyer fails to take delivery of the goods or fails to give adequate delivery instructions VOR may store the Unit until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage or sell the Unit at the best price readily obtainable and after deducting all storage and selling expenses account to the Buyer for the excess over the total sums payable under the Contract provided that the Price has been paid in cleared funds in full. 6. Risk and Property 6.1 Risk of damage to or loss of the Unit shall pass to the Buyer: 6.1.1 where the Unit is to be collected at the premises of VOR at the time VOR notifies the Buyer that the Unit is available for collection; 6.1.2 in the case of a Unit to be delivered otherwise than at the premises of VOR at the time of delivery or if the Buyer fails to take delivery of the Unit the time when VOR has tendered delivery of the Unit. 6.2 Notwithstanding delivery and the passing of risk the property in the unit shall not pass to the Buyer until VOR has received in cleared funds payment in full of the Price of the Unit and all other sums payable by the Buyer including sums for other goods agreed to be sold to the Buyer for which payment is then due. 6.3 Until property in the Unit passes to the Buyer the Buyer shall hold the Unit as fiduciary agent and bailee for VOR and shall keep the Unit separate from those of the Buyer and third parties and properly stored, protected and insured and identified as VOR's property. The Buyer shall account to VOR for any insurance proceeds or the proceeds of sale in the event that the Unit is sold to a third party and shall keep all such proceeds separate from any monies or property of the Buyer and third parties. 6.4 Until the property in the Unit passes to the Buyer VOR shall be entitled at any time to require the Buyer to deliver up the Unit to VOR and upon failure to do so forthwith enter upon any premises of the Buyer or third party where the Unit is stored and to repossess the same and if the unit is fitted to a vehicle VOR shall be entitled to remove the unit from the vehicle. 6.5 The Buyer shall not be entitled to pledge or charge by way of security the Unit which remains the property of VOR but if the Buyer does so all monies owing by the Buyer to VOR shall forthwith become due and payable. 7. Exchange Units and Surcharges 7.1.1 Where the Unit to be supplied is on a Service Exchange basis the surcharge as stated on the written Order Acknowledgement is payable in cleared funds by the Buyer prior to delivery of the replacement unit to be supplied. 7.1.2 Provided that all sums due under these Conditions or other agreement have been paid in full from the Buyer to VOR risk of damage to or loss of any Exchange Unit shall pass to VOR at the time such Exchange Unit is delivered to VOR or collected by VOR as the case may be. 7.2 Where the Contract states that an Exchange Unit is to be supplied by the Buyer and is not delivered to VOR or made available for collection at the Point of Sale or is of an incorrect specification, is unserviceable or incomplete VOR shall be entitled to charge/retain the surcharge. Unserviceable units include but are not limited to those that are burnt out/run low on oil and/or have case damage and/or excessive major shaft/gear damage and/or excessive wear to components. 7.2.1 Where payment for a Unit has been made by Debit or Credit card and a Surcharge payment is due from the Buyer, VOR reserves the right to add the Surcharge to the Debit or Credit card payment if an alternative method of payment is not offered within 7 days of the Point of Sale. 7.2.2 The Surcharge shall be as stated on the written Order Acknowledgement of VOR and will be refunded upon supply of a serviceable Exchange Unit of the correct specification if such a unit is supplied by the Buyer within 7 days of the Point of Sale. 7.3 Title to any Exchange Unit shall pass to VOR at the Point of Sale notwithstanding that delivery and the passing of risk may not have taken place. 7.4 As from the Point of Sale until delivery or collection by VOR the Buyer shall hold the Exchange Unit as VOR's fiduciary agent and bailee and shall keep the Exchange Unit separate from those of the Buyer and third parties and properly stored, protected and insured and identified as VOR's property and VOR shall be entitled to require the Buyer to deliver up the Exchange Unit to VOR and if the buyer fails to do so forthwith to enter upon any premises of the Buyer or third party where the Exchange Unit is stored and repossess the same and if the unit is fitted to a vehicle VOR shall be entitled to remove the unit from the vehicle. 7.5 The Buyer shall not be entitled to pledge or in any other way charge by way of security any Exchange Unit. 8. Guarantees Warranties and Liability 8.1 VOR Guarantees the Unit (Return to Base) for the Warranty Period commencing from the Point of Sale against failure or defect due to: 8.1.2 Materials used in rebuilding, repairing or reconditioning (to the extent that VOR is able to pass on to the Buyer the benefit of any warranty provided by the manufacturer but all other warranties and express or implied terms are excluded so far as the law allows), but excluding latent defects in components which could not reasonably have been detected on inspection by VOR 8.1.3 Workmanship 8.2 The above Warranty is subject to the following conditions: 8.2.1 VOR shall be under no liability if the Unit is not properly installed immediately following delivery in accordance with sound and reasonable practice or if the Unit is not properly stored prior to installation in accordance with sound and reasonable practice. 8.2.2 VOR shall be under no liability if the Unit is not filled and maintained to the correct levels with the correct type of oil. 8.2.3 VOR shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, a latent defect in a component which could not reasonably have been detected on inspection by VOR, failure to follow VOR's instructions (whether oral or in writing), abuse, misuse or alteration or repair of the Unit without VOR's approval in writing. 8.2.4 VOR shall be under no liability (or any other Guarantee, Warranty or Condition) if the Price for the Unit and all other sums due to VOR have not been paid in cleared funds. 8.2.5 Subject as expressly provided in these Conditions and except where the Unit is sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977 and the Unfair Contract Terms Directive 1995) all warranties, conditions or other terms implied by statute are excluded to the fullest extent limited by law. 8.2.6 Where the Unit is sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Buyer are not affected by these Conditions. 8.2.7 VOR shall be under no liability in respect of any defect if the vehicle to which the Unit is fitted is not properly maintained. VOR shall be entitled to inspect maintenance records for the vehicle in which the unit was fitted. 8.2.8 Where materials used are supplied by the Buyer VOR accepts no responsibility for their suitability or otherwise for the job nor for any losses suffered by the Buyer as a result of the use of defective materials. 8.2.9 VOR shall be under no liability in respect of any ancillary components fitted to the unit. 8.3 Any claim by the Buyer which is based on any defect in the quality or condition of the Unit (or their failure to correspond with any description agreed) shall (whether or not delivery is refused by the Buyer) be notified to VOR within seven days from the date of delivery or where the defect or failure was not apparent on reasonable inspection within seven days of discovery of the defect or failure. If the Buyer does not notify VOR accordingly the Buyer shall not be entitled to reject the Unit and VOR shall not be liable to the Buyer. 8.4 Where the Buyer has informed VOR in accordance with clause 8.3 above the Buyer shall be issued with an Inspection Request form by VOR. This form must be completed in full and returned to VOR within 72 hours of this issue. Failure to do so will mean that the Buyer shall not be entitled to reject the Unit and VOR shall not be liable to the Buyer. 8.5 The Buyer shall make the Unit which is the subject of a notification pursuant to clause 8.3 above available for inspection, repair or replacement by VOR at VOR's premises within five working days of the issue of the Inspection Request form and the Buyer shall bear the cost of carriage. Failure to do so will mean that the Buyer shall not be entitled to reject the Unit and VOR shall not be liable to the Buyer. VOR shall report its Warranty Inspection Findings within 14 days of receipt of the unit unless there is any cause beyond the reasonable control of VOR that prevents it from doing so. 8.5.1 VOR reserves the right to request inspection of the Unit whilst still fitted to the vehicle. The costs of arranging this and for any later removal and refitting of the Unit to be borne by the Buyer. 8.5.2 Any attendance by VOR personnel at a site other than VOR's premises is chargeable at call out rates whether the defect is the liability of VOR or not. 8.6 In the event of a discovery of a defect or failure to the Unit which in the reasonable opinion of VOR is due to defective or faulty workmanship on its part VOR shall be entitled to either replace or repair the Unit or part in question or refund to the Buyer the Price of the Unit (or a proportionate part of the Price) but VOR shall have no further liability to the Buyer. 8.7 If the fault is not the responsibility of VOR then VOR reserves the right to charge all costs associated with the inspection of the Unit to the Buyer. The minimum charge is £500.00 + VAT in addition to any parts required. Payment for any corrective work undertaken by VOR where a warranty claim has been rejected must be made in cleared funds in advance. 8.8 If there is any dispute over liability of any defect VOR will at the request of the Buyer arrange an independent inspection of the Unit to take place at the premises of VOR provided that the costs are borne by the Buyer. Payment in cleared funds from the Buyer to VOR is required in advance. (These costs will be refunded to the Buyer in the event of an independent inspection result in favour of the Buyer). Both parties agree to be bound by the findings of the independent inspection and the inspector's decision will be final. Any request by the Buyer for an independent inspection of the Unit should be made before any corrective work is undertaken by VOR or before the Unit is rebuilt by VOR or before the Unit is returned to the Buyer. Failure to do so will mean that the Buyer shall not be entitled to reject the Warranty Inspection Findings of VOR. 8.8.1 If there is any dispute over the liability of any defect and the Buyer does not avail himself of an independent inspection the Buyer shall not be entitled to reject the Warranty Inspection Findings of VOR. 8.9 The Warranty referred to above shall only apply to reconditioned Units and not to specified repairs to the Buyer's own Unit in which case only the parts replaced or repaired by VOR shall carry the Warranty contained in clause 8.1. above subject to all the Conditions herein contained. 8.10 Extended Warranty (Return to Base) Where the Unit is supplied with an extended warranty it shall apply only to service exchange or full recondition supplies and is limited to the main gearbox section. All the usual Warranty Terms and Conditions apply. Full details of the Extended Warranty will be detailed in the Order Acknowledgement of VOR. 8.11 Where a Buyer's Unit is repaired VOR shall not be responsible for damage to the vehicle to which the Unit is fitted or other damage from parts where there was a latent defect in any component which could not reasonably have been detected on inspection by VOR. 8.12 VOR shall not be liable for damage caused to a reconditioned or repaired Unit by ancillary components of the vehicle to which the Unit is fitted. 8.13 The company shall be entitled to inspect any ancillary or related components of the vehicle to which the Unit is fitted 8.14 Any ancillary components removed and/or refitted by VOR will not be included in any warranty. 8.15 VOR shall not be liable for the performance of any unit supplied, reconditioned or repaired if the fitting of the unit results in a change from the original specification of the vehicle. 8.16 All guarantees and warranties are void if payment of all amounts owing to VOR are not made by the Buyer within terms as stated on the Order Acknowledgement of VOR or the invoice issued by VOR. 9.1. The benefit of the above Warranty may not be assigned or transferred by the Buyer to any third party. 9.2 The above Warranty shall lapse in the event of the Buyer instructing any party other than VOR to dismantle, repair or attempt to repair the Unit without the express written permission of a Director of VOR. 9.3 Except in respect of death or personal injury caused by VOR's negligence VOR shall not be liable to the Buyer by reason of any representation or implied warranty, condition or other term or any duty of common law or under the express terms of the Contract for any consequential loss or damage (whether for loss of profit or otherwise) costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of VOR, its employees or agents or otherwise) which arise out of or in connection with the supply of the Unit or services in relation thereto or their use or resale by the Buyer except as expressly provided in these Conditions. VOR shall not be liable to the Buyer for any loss of profit, losses or damages that arise as a direct and natural result of defective goods. 9.4 VOR shall not be liable to the Buyer or deemed to be in breach of the Contract by reason of delay in performing or failure to perform its obligations if the delay or failure was due to any cause beyond its reasonable control. 9.5 VOR shall not be liable for loss or damage to the Unit or the Buyer's vehicle when left at VOR's premises. 9.6 The Buyer accepts that any names or numbers or references of any Unit, replacement part or other material used by VOR in connection with the performance of its duties hereunder does not imply that such materials or components are manufactured by any particular manufacturer. 10. Insolvency of the Buyer 10.1 This clause applies if: 10.1.1 the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation or 10.1.2 an insolvency trustee takes possession or a receiver is appointed of any of the property or assets of the Buyer or 10.1.3 the Buyer ceases or threatens to cease to carry on business or 10.1.4 VOR reasonably apprehends that any of the above events is about to occur. 10.2 If this clause applies then without prejudice to any other right or remedy VOR shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer and if the Unit has been delivered but not paid for the Price shall become immediately due and payable notwithstanding any previous agreement to the contrary. 11. General 11.1 All prices quoted by VOR are exclusive of VAT and delivery charges. 11.2 No waiver by VOR of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision. 11.3 If any provision of these conditions is held by any competent to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected thereby. 11.4 The Contract shall be governed by the Laws of England. Any complaints should be addressed in writing to a Director at the above address.

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