



VIKING ARMS LIMITED: TERMS AND CONDITIONS OF SALE

YOUR ATTENTION IS DRAWN TO THE CLAUSES IN THESE CONDITIONS IN BOLD TYPE WHICH EXCLUDE OR LIMIT VIKING ARMS LIMITED'S LIABILITY

1. INTERPRETATION

1.1 In these Conditions the following words have the following meanings:

you: the person(s), firm or company who purchases the Goods from us or to whom we supply Services;

we/us: VIKING ARMS Limited;

Contract: any contract between us and you for the sale and purchase of the Goods or for the supply of Services by us to you, incorporating these Conditions;

Goods: any goods agreed in the Contract to be supplied to you by us (including any part or parts of them); *Services*: any services agreed in the Contract to be supplied to you by us and any other advice given by us to you;

Conditions: these terms and conditions of sale;

Order: an order in writing for the Goods and/or Services received by us from you.

1.2 Except where the context otherwise requires words herein denoting the singular include the plural and vice versa and words denoting any one gender include all genders.

1.3 References to conditions are references to conditions of these Conditions.

1.4 Condition headings are for ease of reference only and do not affect the construction of these Conditions or any Contract.

1.5 General words shall not be given a restrictive meaning:-

(a) if they are introduced by the word "other" by reason of the fact that they are preceded by words indicating a particular class of act, matter or thing; or

(b) by reason of the fact that they are followed by particular examples intended to be embraced by those general words.

1.6 A reference to a statute or a statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.7 No employee of ours has authority to make any warranty, statement or promise concerning the Goods and/or Services except in writing and signed by a director of Viking Arms Limited.

2. RETURNS AND COMPLAINTS

2.1 You may return delivered Goods to us, in accordance with this clause:

2.2 All Goods and packaging must be returned to us unused and in fully resalable condition within 14 days of receipt.

2.3 We recommend that Goods are returned via an insured parcel service, and that you retain proof of postage. We are not liable for returned Goods that we do not receive.

2.4 If the Goods we have delivered (or part of them) are incorrect due to an error on our part, return the relevant Goods to us in accordance with this clause, or, at your request, we will make suitable arrangements to collect and exchange the Goods for the correct one(s).

2.5 If you wish to return faulty Goods within their warranty period, return the Goods to us in accordance with this clause or, at your request, we will make suitable arrangements to collect and exchange the Goods for new one(s).

2.6 If you wish to return faulty Goods that are outside their warranty period, please contact us for estimates and details on chargeable repairs prior to return.

2.7 You must include with any returned Goods: your dispatch print note, and/or your account number, your completed, signed and dated returns note, and a brief note indicating your preferred action on our part (e.g. return for refund, exchange etc.) or, in the case of faulty Goods, indicating the nature of the fault. We will, if reasonable, take the indicated action, but we reserve the right not to accept the return or to take alternative action, save where the Goods delivered are incorrect or are faulty. We reserve the right to charge a restocking fee on all returns that are not faulty or due to an error on our part.

2.8 If you are returning used Goods, they must be returned to us clean and dry to the highest standard possible. Soiled items cannot be inspected thoroughly, nor assessed, and they also present a safety risk. Goods that are deemed by us to be too soiled to assess will be returned to you for cleaning.

2.9 We are committed to providing high quality Goods and Services. If however you have a complaint, please send full details to our Complaints Department and mark your correspondence 'Complaint'. We will aim to respond to you within two weeks.

3. APPLICATION OF TERMS

3.1 **Subject to any variation under condition 3.3, the Contract will be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which you purport to apply under any purchase order, confirmation of order, specification or other document or which might be implied by custom or course of dealing).**

3.2 No terms or conditions endorsed upon, delivered with or contained in your Order, confirmation of Order, specification or other document will form part of any Contract simply as a result of such document being referred to in any Contract.

3.3 The Contract forms the entire agreement between us. Any variation to these Conditions and any representations about the Goods and/or Services shall have no effect unless expressly agreed in writing and signed by one of our directors. You agree that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in the Contract. Nothing in this Condition 3.3 shall exclude or limit our liability for fraudulent misrepresentation.

3.4 Each Order received by us from you shall be deemed to be an offer by you to purchase Goods and/or Services subject to these Conditions.

3.5 No Order placed by you shall be deemed to be accepted by us until a written acknowledgement of Order is issued by us to you or (if earlier) we deliver the Goods to you and/or supply the Services to you. This will be the date upon which the Contract is formed.

3.6 You must ensure that the terms of your Order and any applicable specification, complete and accurate. You must ensure that any licenses or consents that you are required to hold in order to purchase and receive delivery of the Goods are at all material times in full force and effect.

3.7 Any quotation is given on the basis that no Contract will come into existence until we issue an acknowledgement of Order to you. Any quotation is valid for a period of 30 days only from its date, unless specified otherwise and provided that we have not previously withdrawn it.

3.8 Any samples submitted by us must be returned to us, carriage paid, within one month of the date of despatch by us, or paid for within one month of the date of despatch by us.

4. DESCRIPTION

4.1 The quantity and description of the Goods and/or Services shall be, in all material respects as set out in our quotation or, in the absence of a quotation, as set out in our Trade Price List and/or Product Catalogue from time to time in force.

4.2 All drawings, descriptive matter, samples, specifications and advertising issued by us and any descriptions or illustrations contained in our catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods and/or Services described in them. They will not form part of any Contract between you and us and this is not a sale by sample.

4.3 We reserve the right to make changes in the specification of the Goods and/or Services which are required to conform with any applicable safety or other statutory requirements or, where the Goods and/or Services are to be supplied to your specification, which do not materially affect their quality or performance.

4.4 If the Goods are to be manufactured or any processes are to be applied to the Goods in accordance with the specification submitted by you, you shall indemnify us against all loss, damages, costs and expenses awarded against or incurred by us in connection with or paid or agreed to be paid by us in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the use of your specification.

4.5 Any specification supplied by us to you in connection with any Contract, together with the copyright, design rights or any other intellectual property rights in and to the specification shall be our exclusive property. You shall not disclose to any third party or use any such specification except to the extent that it becomes public knowledge through no fault of yours, or as required for the purpose of any Contract.

4.6 We shall use all reasonable endeavours to meet any performance dates for the Services, but any such dates shall be estimates only and time shall not be of the essence for the delivery of good and performance of Services.

5. DESPATCH AND DELIVERY

5.1 We will use our reasonable endeavours to despatch Goods on the dates given in the Order or agreed in accordance with this clause 5, but any such dates are approximate only and time shall not be of the essence. We shall not be liable for any delay in despatch and delivery however caused, neither shall any such delay entitle you to refuse or postpone acceptance of any subsequent delivery to be made under these Conditions.

5.2 We shall not be liable for any consequential losses relating to any delay in dispatch and delivery however caused.

5.3 We may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of any relevant Contract. Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle you to repudiate or cancel any other Contract or instalment.

5.4 If the Goods you have ordered are out of stock or unavailable, we will, upon your request, provide you with substitute Goods. If you return such substitute Goods because in your reasonable opinion they are not a viable substitute, we will reimburse you any reasonable carriage costs incurred by you.

5.5 Scheduled deliveries can only be agreed during a period commencing no sooner than one month and terminating no later than 12 months from the date of the Order. At least 30 days' written notice is required of any modification or suspension of scheduled deliveries. Any suspension will be limited to a maximum period of 3 months after which deliveries may be resumed at the former rate.

5.6 If you fail to take delivery of the Goods or fail to give us adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond your reasonable control or by reason of our fault) then without prejudice to any right or remedy available to us, we may:

(a) store the Goods until actual delivery and charge you for the reasonable costs (including insurance) of storage, and charge you also interest as provided in clause 10.5 on the delayed payment until such payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest); or

(b) sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to you for the excess over the price under any Contract or charge you for any shortfall below the price under any Contract.

5.7 Once delivered no Goods may be returned to us without our prior written consent, save in accordance with clause 2 or clause 11.

5.8 Any Order for stocked items valued below £250 (ex Vat) will have a standard charge of up to £15 to cover carriage and administration of the Order. This does not apply to ammunition which will incur additional carriage costs as applicable to the specific product.

5.9 Any Order delivered by pallet carrier, will be sent on a 3 day service (delivery within 3 days). A next day service can be requested when an Order is placed and will be charged at the appropriate requested service rate. Smaller Orders and non-registerable items sent on a free delivery basis will be sent via a parcel carrier on a next day before 5.00 p.m. service. An enhanced delivery service can be requested when an Order is placed and will be charged at the appropriate requested service rate. Next day service cannot be guaranteed in Scotland and Northern Ireland.

6. NON-DELIVERY

6.1 Goods will be delivered to the address stated in the Order.

6.2 The quantity of any consignment of Goods as recorded by us upon dispatch from our works shall be conclusive evidence of the quantity received by you on delivery unless you can provide conclusive evidence proving the contrary. In any event, shortage claims will only be considered if we receive written notice of such shortage within three days of delivery or 48 hours in the case of all licensable or serialized products.

6.3 We shall not be liable for any non-delivery of Goods caused by your failure to supply us with a correct address or delivery instructions, or the absence of any person to accept delivery. We will also not be liable for any non-delivery of Goods unless written notice is given to us within 3 days of the date when the Goods would in the ordinary course of events have been received (based on our date of dispatch) and we are satisfied that the Goods have in fact not been delivered.

6.4 Our liability for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or (at our discretion) issuing a credit note at the Contract rate against any invoice raised for such Goods.

7. TESTS

If special tests or tests in the presence of you or your representative are required, these, unless otherwise agreed, must be made at a place of our specification and will be charged for in addition to the Contract price, and in the event of any delay on your part in attending such tests after seven days' notice that we are ready, the tests will proceed in your absence, and shall be deemed to have been made in your presence. **We are not liable under the warranties in condition 11.2 for defects in samples of goods made available for testing.**

VIKING ARMS LTD, SUMMERBRIDGE, HARROGATE, NORTH YORKSHIRE HG3 4BW

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8. RISK/TITLE

8.1 The Goods are at your risk from the time of delivery.

8.2 Ownership of the Goods shall not pass to you until we have received in full (in cash or cleared funds) all sums due to us in respect of:

- (a) the Goods; and
- (b) all other sums which are or which become due to us from you on any account.

8.3 Save where ownership of the Goods has passed to you, until ownership of the Goods has passed to you, you must:

- (a) hold the Goods on a fiduciary basis as our bailee;
- (b) store the Goods (at no cost to us) separately from all your other goods or those of any third party in such a way that they remain readily identifiable as our property;
- (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (d) maintain the Goods in a satisfactory condition and keep them insured on our behalf for their full price against all risks to our reasonable satisfaction.

On request you shall produce the policy of insurance to us; and

- (e) hold the proceeds of the insurance referred to in condition 8.3(d) on trust for us and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

8.4 You may resell the Goods before ownership has passed to you solely on the following conditions:

- (a) any sale shall be effected in the ordinary course of your business at full market value; and
- (b) any such sale shall be a sale of our property on your own behalf and you shall deal as principal when making such a sale.

8.5 Your right to possession of the Goods shall terminate immediately if:

- (a) you have a bankruptcy order made against you or you make an arrangement or composition with your creditors, or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convene a meeting of creditors (whether formal or informal), or enter into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or have a receiver and/or manager, administrator or administrative receiver appointed of your undertaking or any part thereof, or documents are filed with the court for the appointment of your administrator or notice of intention to appoint an administrator is given by you or your directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency; or
- (b) you suffer or allow any execution, whether legal or equitable, to be levied on your property or obtained against you, or fail to observe/perform any of your obligations under any Contract or any other contract between us and you, or are unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 or you cease to trade; or
- (c) you encumber or in any way charge any of the Goods.

8.6 We shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from us.

8.7 You grant us, our agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where your right to possession has terminated, to recover them.

9. PRICE

9.1 Unless otherwise agreed by us in writing, the price for the Goods and/or the Services shall be the price set out in our price list published on the date of delivery or deemed delivery. All prices are quoted exclusive of any value added tax.

9.2 The price for the Goods and Services shall be exclusive of all costs or charges in relation to packing, loading, unloading, carriage and insurance all of which amounts you will pay in addition when you are due to pay for the Goods and/or the Services.

9.3 We reserve the right to discontinue items and vary pricing at any time.

10. PAYMENT

10.1 Payment of the price for the Goods and/or the Services is due in pounds sterling thirty days from the date of invoice. (Net 30 days).

10.2 No payment shall be deemed to have been received until we have received cash or cleared funds.

10.3 All payments payable to us under any Contract shall become due immediately upon termination of any other Contract entered into between us and you despite any other provisions contained in these Conditions.

10.4 You will make all payments due under any Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless you have a valid court order requiring an amount equal to such deduction to be paid by us to you.

10.5 If you fail to pay us any sum due pursuant to any Contract you will be liable to pay interest to us on such sum from the due date for payment at the annual rate of 2% above the base lending rate from time to time of National Westminster Bank plc, accruing on a daily basis until payment is made, whether before or after any judgment.

11. QUALITY

11.1 Where we are not the manufacturer of the Goods, we will endeavour to transfer to you the benefit of any warranty or guarantee given to us.

11.2 No liability can be accepted for any failure of the Goods to perform according to any performance figures given. Subject thereto, and to clauses 11.7, 11.8, 11.9 and 11.10, we warrant that we will provide the Services using reasonable care and skill and (subject to the other provisions of these Conditions) upon delivery (and for a period of 3 months from the date of delivery) the Goods will:

- (a) be of satisfactory quality within the meaning of the Sale of Goods Act 1979;
- (b) be reasonably fit for any particular purpose for which the Goods are being bought if you had made known that purpose to us in writing prior to the date of the Contract, and we have confirmed in writing that it is reasonable for you to rely on our skill and judgment.

11.3 We will not be liable for a breach of the warranties in condition 11.2 unless:

- (a) you give us written notice of the defect, and (if the defect is as a result of damage in transit) to the carrier, within 3 days (or if that is not practicable, as soon as is practicable) of the time when you discover or ought to have discovered the defect; and
- (b) we are given a reasonable opportunity after receiving the notice of examining such Goods and you (if asked to do so by us) return such Goods to our works at our cost for the examination to take place there.

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11.4 We will not be liable for a breach of the warranties in condition 11.2 if:

- (a) you make any further use of such Goods after giving such notice; or
- (b) the defect arises because you misused or willfully damaged the Goods or failed to follow any oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or
- (c) you alter or repair such Goods without our written consent.

11.5 Subject to conditions 11.3 and 11.4, if any of the Goods do not conform with the warranties in condition 11.2 we will at our option repair or replace such Goods (or the defective part) or refund the price of such Goods at the Contract rate provided that, if we so request, you will, at our expense, return the Goods or the part of such Goods which is defective to us.

11.6 If we comply with condition 11.5 we shall have no further liability for a breach of the warranties in condition 11.2 in respect of such Goods.

11.7 We shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by you.

11.8 We shall be under no liability under the warranties in condition 11.2 (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment.

11.9 Any claim under the warranties in condition 11.2 must be made in writing and the Goods in question must be returned to us within 1 month of the date of delivery, suitably packaged, carriage paid and accompanied by proof of purchase and details of the nature of the alleged defect. We shall be under no liability under the warranties in condition 11.2 if these Conditions are not complied with.

12. LIMITATION OF LIABILITY

12.1 Subject to conditions 4, 5 and 10, the following provisions set out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you in respect of:

- (a) any breach of these Conditions;
- (b) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

12.2 Save as set out in condition 11 and subject to condition 12.3, all warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

12.3 Nothing in these Conditions excludes or limits our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation.

12.4 No liability can be accepted for any advice given by or for the quality of Services rendered by any of our sub-contractors unless we have ourselves confirmed that advice or the quality of those Services in writing.

12.5 Subject to conditions 12.2, 12.3 and 12.4:

- (a) our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Contract and in the supply of the Goods and/or the Services to you shall be limited to £100,000; and
- (b) we shall not be liable to you for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with any Contract.

13. FORCE MAJEURE

We reserve the right to defer the date of delivery or to cancel any Contract or reduce the volume of the Goods ordered by you (without liability to you) if we are prevented from or delayed in the carrying on of our business due to circumstances beyond our reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials provided that, if the event in question continues for a continuous period in excess of 30 days, you will be entitled to give us notice in writing to terminate any Contract.

14. GENERAL

14.1 Each right or remedy of ours under any Contract is without prejudice to any other right or remedy of ours whether under any Contract or not.

14.2 If any provision of any Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of any Contract and the remainder of such provisions shall continue in full force and effect.

14.3 Failure or delay by us in enforcing or partially enforcing any provision of any Contract will not be construed as a waiver of any of our rights under any Contract.

14.4 Any waiver by us of any breach of, or any default under, any provision of any Contract by you will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of any Contract.

14.5 The parties to these Conditions and/or any Contract do not intend that any terms of these Conditions and/or any Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to them.

14.6 The formation, existence, construction, performance, validity and all aspects of these Conditions and/or any Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

15. COMMUNICATIONS

15.1 All communications between the parties about these Conditions and/or any Contract must be in writing and delivered by hand or sent by pre-paid first class post or sent by facsimile or email transmission:

- (a) (in case of communications to us) to our registered office or such changed address as shall be notified to you by us; or
- (b) (in case of communications to you) to your registered office (if a company) or (in any other case) to your address set out in any document which forms part of these Conditions and/or any Contract or such other address as shall be notified to us by you.

15.2 Communications shall be deemed to have been received:

- (a) if sent by pre-paid first class post, 2 days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting);
- (b) if delivered by hand, on the day of delivery;
- (c) if sent by facsimile or email transmission, at the time the sender receives a transmission receipt.

15.3 Communications addressed to us shall be marked for the attention of the Managing Director.

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IMPORTANT EXPORT RESTRICTION NOTICE!

Viking Arms Ltd distribution rights extend to the United Kingdom only.

All purchases intended for export outside of the United Kingdom require the **prior written consent** from Viking Arms Ltd to determine any further compliancy requirements. Depending on the product and it's classification this may require;

1. an End User Statement,
2. licensing from the country of origin,
3. written consent of the manufacturer to maintain warranty, support and purchase rights.

APRIL 2019

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