



Webshop  
Terms and Conditions

# Webshop Terms and Conditions

## 1 ABOUT US

- 1.1 **Company details.** Vissensa Limited (“we” and “us”), is a company registered in England and Wales with company number 06562743. Our registered office is at Castle Malwood, Minstead, Lyndhurst, Hampshire, England, SO43 7PE. Our VAT number is GB931043266.
- 1.2 **Contacting us.** To contact us, telephone our customer service team at 02382 357 800 or email sales@vissensa.com. Details of how to give us formal notice under the Contract are set out in clause 16.2.

## 2 OUR CONTRACT WITH YOU

- 2.1 **The contract.** These terms and conditions (“Terms”) apply to your order and the supply of goods by us to you (“Contract”) through our web shop at shop.vissensa.com. No other terms are implied by trade, custom, practice or course of dealing. If we supply you with goods or services other than through our web shop then our standard Terms and Conditions will apply instead. Please let us know if you require a further copy.
- 2.2 **Entire agreement.** The Contract is the entire agreement between us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract. In particular, please note that our sales team cannot give any binding representations or warranties on our behalf unless they are recorded in writing and signed by a director.
- 2.3 **Your copy.** You should print a copy of these Terms or save them to your computer for future reference.
- 2.4 **B2B sales only.** You may only place an order with us if you are buying as a business and not a consumer. We reserve the right to cancel orders we receive from consumers immediately upon notice.

## 3 PLACING AN ORDER AND ITS ACCEPTANCE

- 3.1 **Placing your order.** Please follow the onscreen prompts to place an order. Each order is an offer by you to buy the goods specified in the order (the “Goods”) subject to these Terms.
- 3.2 **Correcting input errors.** Our order process allows you to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your order is complete and accurate.
- 3.3 **Acknowledging receipt of your order.** After you place an order, you will receive an email from us acknowledging that we have received it, but please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 3.4.
- 3.4 **Accepting your order.** We will confirm our acceptance of your order by sending you an order acceptance email (“Order Acceptance”). The Contract between you and us will only be formed when we send you the Order Acceptance.
- 3.5 **Your representations.** By placing an order with us you are warranting and representing the following:
- 3.5.1 all details you provide to us are correct and you accept full liability for all orders placed using your account on our website; and



3.5.2 the credit or debit card you use to make a purchase from us is your own card (or that of your business) and there are sufficient funds or credit facilities to cover the cost of your order including delivery. Please note that we reserve the right to obtain validation of your credit or debit card details before processing your order.

#### **4 OUR GOODS**

4.1 The images of the Goods on our site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your device's display of the colours accurately reflect the colour of the Goods. The colour of your Goods may vary slightly from those images.

4.2 The packaging of your Goods may vary from that shown on images on our site.

4.3 We reserve the right to amend the specification of the Goods at any time in order to comply with a legal requirement or to correct typos and obvious errors.

#### **5 CANCELLATIONS**

5.1 You can request cancellation of your order before you receive your Order Acceptance by emailing us at [sales@vissensa.com](mailto:sales@vissensa.com) quoting your order reference number. We can only accept cancellations if they comply with our supplier's cancellation policy which is available upon request. If our supplier has already processed your order, or refuses the cancellation for any other reason, then we will be unable to offer you a cancellation and will notify you of this fact. If we are able to cancel the order then we will notify you and refund you the money you have paid for the Goods.

5.2 We reserve the right to cancel (reject) any order prior to Order Acceptance. We will notify you promptly if we cancel your order.

#### **6 RETURNING NON-FAULTY GOODS**

6.1 We can only accept returns for non-faulty Goods if they comply with our supplier's returns policy which is available upon request. Please be aware that bespoke Goods (e.g. which have been configured to your requirements before shipping) cannot be returned unless faulty.

6.2 To request a return please email [sales@vissensa.com](mailto:sales@vissensa.com) within 5 business days of delivery. If we are able to accept your return then, upon receipt of the Goods from you in good saleable condition and subject to any further conditions imposed by our supplier, we will refund you the price of the returned Goods excluding any postage costs we have incurred. If the Goods are not returned in accordance with our instructions then we reserve the right to (at our election, acting reasonably): (a) issue a partial refund reflecting the reduction in value of the Goods; or (b) issue no refund and require you to collect the Goods or arrange redelivery at your own cost. This does not affect your rights under clause 12 (Our warranty for the Goods).

#### **7 DELIVERY, TRANSFER OF RISK AND TITLE**

7.1 We will provide you with an estimated delivery date in the Order Acceptance. Occasionally our delivery to you may be affected by an Event Outside Our Control. See clause 14 (Events outside our control) for our responsibilities and your rights if this happens.

7.2 Delivery is complete once the Goods have been unloaded at the address for delivery set out in your order and the Goods will be at your risk from that time. You may be asked to sign a delivery confirmation to acknowledge safe receipt although the absence of a signed confirmation shall not be evidence of delivery not having taken place.



- 7.3 It is your responsibility to ensure that the number of packages delivered corresponds with the number stated on the delivery note. Where a discrepancy occurs or where there is evident damage to the packaging, this should be noted on the delivery confirmation. We shall not be liable for discrepancies or damage evident on delivery should you sign a delivery confirmation without noting these issues.
- 7.4 You own the Goods once we have received payment in full, including all applicable delivery charges.
- 7.5 If we fail to deliver the Goods, our liability is limited to the cost of obtaining replacement goods of a similar description and quality in the cheapest market available, less the price of the Goods. However, we will not be liable to the extent that any failure to deliver was caused by an Event Outside Our Control, or because you failed to provide adequate delivery instructions or any other instructions that are relevant to the supply of goods.
- 7.6 If you fail to take delivery of the goods then we may, at our option: (a) store and insure the goods at your expense and risk; or (b) sell the goods at the best price reasonably obtainable and (after deducting reasonable storage insurance and selling costs) pay to you any excess over the sale price or charge you for any shortfall; or (c) re-arrange delivery provided that we may charge you for the additional delivery costs incurred.

## **8 NO INTERNATIONAL DELIVERY**

- 8.1 Unfortunately, we do not deliver to addresses outside the UK.
- 8.2 You may place an order for Goods from outside the UK, but this order must be for delivery to an address in the UK.

## **9 PRICE OF GOODS AND DELIVERY CHARGES**

- 9.1 The prices of the Goods will be as quoted on our site at the time you submit your order. We take all reasonable care to ensure that the prices of Goods are correct at the time when the relevant information was entered onto the system. However, please see clause 9.5 for what happens if we discover an error in the price of Goods you ordered.
- 9.2 Prices for our Goods may change from time to time, but changes will not affect any order you have already placed.
- 9.3 The price of Goods excludes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Goods in full before the change in VAT takes effect.
- 9.4 The price of the Goods does not include delivery charges. Our delivery charges are as advised to you during the check-out process, before you confirm your order. To check relevant delivery charges, please refer to our Delivery Charges page which can be found here - <https://shop.vissensa.com/8974/page/915/shipping-details>
- 9.5 We sell a large number of Goods through our site. It is always possible that, despite our reasonable efforts, some of the Goods on our site may be incorrectly priced. We will normally check prices as part of our dispatch procedures so that:
- 9.5.1 where the Goods' correct price is less than the price stated on our site, we will charge the lower amount when dispatching the Goods to you; and
- 9.5.2 if the Goods' correct price is higher than the price stated on our site, we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Goods at the correct price or cancelling your order. We will not process



your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. However, if we mistakenly accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may cancel supply of the Goods and refund you any sums you have paid.

**10 HOW TO PAY**

10.1 Payment for the Goods and all applicable delivery charges is in advance unless we have agreed a credit arrangement with you beforehand. Unless you have a credit arrangement with us, we will charge your debit card or credit card once we send the Order Acceptance.

10.2 We reserve the right to withdraw credit arrangements at any time without reason.

**11 MANUFACTURER'S GUARANTEE**

Some of the Goods we sell to you come with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the manufacturer's guarantee provided with the Goods.

**12 OUR WARRANTY FOR THE GOODS**

12.1 The Goods are intended for use only in the UK. We do not warrant that the Goods comply with the laws, regulations or standards outside the UK.

12.2 We provide a warranty that on delivery the Goods shall:

12.2.1 subject to clause 4, conform in all material respects with their description; and

12.2.2 be free from material defects in design, material and workmanship.

12.3 Subject to clause 12.4, if:

12.3.1 you give us notice in writing within five business days of delivery that some or all of the Goods do not comply with the warranty set out in clause 12.2;

12.3.2 we are given a reasonable opportunity of examining the Goods; and

12.3.3 if we ask you to do so, you return the Goods to us at your cost,

we will, at our option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

12.4 We will not be liable for breach of the warranty set out in clause 12.2 if:

12.4.1 the breach arises from a discrepancy or damage to the Goods which was evident at time of delivery and you did not note those issues when signing the delivery confirmation;

12.4.2 you make any further use of the Goods after giving notice to us under clause 12.3;

12.4.3 the defect arises as a result of us following any drawing, design or specification supplied by you;

12.4.4 you alter or repair the Goods without our written consent;

12.4.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or

12.4.6 the Goods differ from their description or specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.



12.5 We will only be liable to you for the Goods' failure to comply with the warranty set out in clause 12.2 to the extent set out in this clause 12.

12.6 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

12.7 These Terms also apply to any repaired or replacement Goods supplied by us to you.

**13 OUR LIABILITY: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**

13.1 References to liability in this clause 13 include every kind of liability arising under or in connection with the Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

13.2 We only supply the Goods for internal use by your business, and you agree not to use the Goods for any resale purposes.

13.3 Nothing in these Terms limits or excludes our liability for:

13.3.1 death or personal injury caused by our negligence;

13.3.2 fraud or fraudulent misrepresentation;

13.3.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or

13.3.4 any other liability that cannot be limited or excluded by law.

13.4 Subject to clause 13.3, we will under no circumstances be liable to you for:

13.4.1 any loss of profits, sales, business, or revenue;

13.4.2 loss or corruption of data, information or software;

13.4.3 loss of business opportunity;

13.4.4 loss of anticipated savings;

13.4.5 loss of goodwill; or

13.4.6 any indirect or consequential loss.

13.5 Subject to clause 13.3, our total liability to you for all losses arising under or in connection with the Contract will in no circumstances exceed the price of the Goods.

13.6 Except as expressly stated in these Terms, we do not give any representations, warranties or undertakings in relation to the Goods. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Goods are suitable for your purposes.

**14 YOUR INDEMNITY**

You hereby indemnify us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with (a) your breach of these Terms; and/or (b) the enforcement of the Contract against you.



**15 EVENTS OUTSIDE OUR CONTROL**

- 15.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control ("**Event Outside Our Control**").
- 15.2 Without detracting from the breadth of clause 15.1, if the Goods are sourced to order from a third party supplier and that supplier is unable to supply the Goods for any reason, other than as a result of our negligence or wilful default, then that shall be an Event Outside Our Control.
- 15.3 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:
- 15.3.1 we will contact you as soon as reasonably possible to notify you; and
- 15.3.2 our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Goods to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

**16 COMMUNICATIONS BETWEEN US**

- 16.1 When we refer to "**in writing**" in these Terms, this includes email.
- 16.2 Any notice or other communication given by one of us to the other under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, or email.
- 16.3 If you wish to give us notice by email then it must be sent to sales@vissensa.com. Notices will not be valid if sent to any other email address.
- 16.4 A notice or other communication is deemed to have been received:
- 16.4.1 if delivered personally, on signature of a delivery receipt;
- 16.4.2 if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
- 16.4.3 if sent by email, at 9.00 am the next working day after transmission.
- 16.5 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.
- 16.6 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

**17 GENERAL**

**17.1 Assignment and transfer.**

- 17.1.1 We may assign or transfer our rights and obligations under the Contract to another entity, which may include a group company of ours.
- 17.1.2 You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.
- 17.2 **Variation.** Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).



- 17.3 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not exercise our rights or remedies against you, or if we delay in doing so, that will not mean that we have waived our rights or remedies against you or that you do not have to comply with those obligations. If we do waive any rights or remedies, we will only do so in writing, and that will not mean that we will automatically waive any right or remedy related to any later default by you.
- 17.4 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 17.5 **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.
- 17.6 **Data protection.** For information about how we process and protect personal data, please refer to our Privacy Policy at [www.vissensa.com/privacy-policy](http://www.vissensa.com/privacy-policy).
- 17.7 **Governing law and jurisdiction.** This Contract is governed by English law and each party irrevocably agrees to submit all disputes arising out of or in connection with this Contract to the exclusive jurisdiction of the English courts.

