

VISION EXPRESS STANDARD TERMS AND CONDITIONS FOR PURCHASE OF GOODS AND/OR SERVICES

1. General

1.1 Unless otherwise specifically stated in contract terms negotiated between Vision Express and You, the supplier, the Vision Express Standard Terms and Conditions will apply to all purchases made by Vision Express. This includes any items where a purchase order has been placed by Vision Express. You shall be deemed to have agreed to be bound by such terms by accepting the purchase order or Order, delivering the goods, and/or performing the services. In these standard terms and conditions Vision Express is the customer and you are the supplier.

1.2 Vision Express does not promise, and the contract created between us based on these terms and conditions shall not be construed as promising, any value or volume of Goods or Services to You. Any transactions with You are on a non-exclusive basis and nothing in these terms and conditions shall restrict Vision Express from using any other supplier of products similar to the Goods/Services.

1.3 These standard terms deal with single Orders only (for Services, Goods, or Goods and Services). If Vision Express orders further Goods and/or Services from You each subsequent purchase will be governed by a new and separate contract based on these standard terms and conditions (unless expressly agreed otherwise).

1.4 Any liability of Vision Express under any contract created under these terms and conditions shall be limited to and be no greater than the Price/value of an individual Order and shall not be cumulative.

1.5 these terms and conditions are for use in business-to-business (B2B) transactions and are therefore not suitable for use in business-to-consumer transactions.

2. Definitions – the following terms shall have the following meanings:-

“Vision Express” shall include Vision Express (UK) Limited (company registration number 2189907) whose registered office is at Ruddington Fields Business Park, Mere Way, Ruddington, Nottingham NG11 6NZ and if the case so requires any company within the same group of companies;

“You” shall mean the supplier of goods and/or services to Vision Express the subject of the order placed by Vision Express for the relevant goods and/or services and **“Yours”** shall be construed accordingly;

“Due Date” means 60 days after the end of the month in which Vision Express receives the Invoice;

“Goods” means the items described in the Order;

“Invoice” means a valid invoice specifying the Goods and/or the Services (as applicable), the period relating to the invoice, the date of the invoice and the invoice number and Vision Express Purchase Order number;

“Order” - the order form or purchase order between You and Vision Express describing the Goods to be purchased from or Services to be supplied by You. Vision Express shall place orders for Goods/and/or Services with You in such quantities and at such times as Vision Express may require from time to time;

“Price” means the price of the Goods and/or the price of the Services as agreed with Vision Express and set out in the Order;

“Services”– the services described in the Order.

3. Conditions

3.1 You agree to supply the Goods and/or Services to Vision Express in accordance with:-

3.1.1 Orders placed with You by Vision Express; and

3.1.2 on the delivery date and any delivery instructions specified in the Order.

3.2 .The Goods and/or Services supplied by you to Vision Express shall:

3.2.1 conform to the specification/descriptions set out in the Order;

3.2.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by You or made known to You by Vision Express expressly or by implication and Vision Express relies on Your skill and judgement;

3.2.3 be free from defects in design, material and workmanship and remain so for 12 months after delivery;

3.2.4 comply with all applicable statutory and regulatory requirements; and

3.2.5 be delivered on time and in accordance with the instructions of Vision Express in the Order.

3.3 If the Goods fail to comply with Clause 3.2 Vision Express may reject the Goods/Services and require You to replace or refund and/or compensate (without limiting any other rights that Vision Express may have).

3.4 The Price for the Goods includes all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the delivery address specified by Vision Express and any duties, imports or levies other than value added tax.

3.5 The Price for the Services is set out in the Order and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by Vision Express, the charges shall include every cost and expense of Yours directly or indirectly incurred in connection with the performance of the Services.

3.6 In respect of the Goods, You may raise an Invoice to Vision Express (or whom Vision Express may direct) at any time after delivery of the Goods. In respect of the Services, You shall invoice Vision Express on completion of the Services.

3.7. Vision Express will pay the relevant Invoice by the Due Date.

3.8 Vision Express may terminate any contract arising from these terms and conditions immediately by notice in writing to You if You commit a material, persistent, or continuing breach of any of Your obligations.

3.9 The formation, construction, performance, validity and all aspects whatsoever of these terms and conditions and any contract created out of them (including non-contractual disputes or claims) will be governed by English Law and the parties agree to the exclusive jurisdiction of the courts of England and Wales.