

1. DEFINITIONS

"The Carrier"	means any individual, company or organisation carrying out delivery of the Goods.
"The Company"	means Grafton Optical Company Ltd, Unit 7, River Park Industrial Estate, Berkhamsted, Hertfordshire, HP4 1HL.
"The Conditions"	means the terms and conditions of sale set out herein.
"The Contract"	means any agreement for the purchase of Goods or Services.
"The Goods"	means any equipment, parts or material to be supplied by the Company to the Purchaser.
"Product Literature"	means any user operating or installation instructions supplied with the goods.
"The Purchaser"	means the person(s), company, institution, body or firm to whom Goods or Services are supplied subject to the Conditions.
"The Services"	means services of any description provided by the Company to the Purchaser.

2. GENERAL – Unless otherwise specifically agreed by the Company in writing, the Conditions shall apply to all Contracts to the exclusion of all other terms and conditions including any terms or conditions which the Purchaser may purport to apply in any document issued by the Purchaser including but without limitation those contained in any order sent by the Purchaser. No particulars contained in any advertising matter, catalogues or other publication supplied by the Company (other than specifically referred to herein) or any verbal representation by an employee or agent of the Company shall form part of the Contract nor shall it be treated as constituting a representation on the part of the Company. Acceptance of delivery of the Goods or commencement of the performance of the Services shall be deemed conclusive evidence of the Purchaser's acceptance of the Conditions, which are available for perusal on the Company's website – www.graftonoptical.com.

3. PRICES – The prices charged for the goods shall be the Company's recommended list price less any applicable discount agreed by the Company ruling at the date of acceptance by the Company of the Purchaser's order. The price payable for Goods or Services under the Contract shall be as stated in the quotation or tender sent by the Company and shall not be varied otherwise than by agreement in writing between the parties, or in the case of error by the Company or its employees. All prices quoted are exclusive of Value Added Tax. All prices for Goods are quoted ex-works and unless specifically otherwise agreed in writing, Delivery to the Purchaser's premises will be arranged by the Company and the cost of delivery (including, but without limitation, carriage, packing, duty and insurance) will be charged to the Purchaser. Where Goods are returned for repair the Purchaser will be charged for the repair and any costs incurred in the collection from and delivery to the Purchaser's premises. Any query by the Purchaser of any invoice rendered by the Company must be made in writing within 30 days of the date of that invoice otherwise the parties agree that such invoice shall be deemed accepted and the Purchaser's right to raise any queries waived.

4. TERMS OF PAYMENT – The Purchaser will be sent an invoice for the price of Goods on delivery of or after despatch of the Goods or after completion of Service/Repair. Should the Service/Repair be performed for a period of 30 days or more, the Company shall be entitled to render invoices at regular intervals. Unless otherwise agreed by the Company in writing the Purchaser will pay the sum of any invoice plus any applicable taxes (including, but not limited to, import or custom duties, dues or imposts on Goods and/or Services delivered to the Purchaser overseas and VAT or sales taxes) within 30 days of the date of the invoice. In the event of payment not being received by the due date, the Company reserves the right to charge interest on sums owing at 10% above the base lending rate of HSBC Bank Plc from time to time in force and the Company may suspend deliveries or terminate the Contract in respect of any undelivered Goods or unperformed Services or terminate any other contracts or orders with the Purchaser.

5. PROPERTY AND RISK – Property in Goods will remain with the Company until payment in full has been received by the Company of all sums due, including interest where payable, in accordance with the Condition 4 above. The Purchaser in accepting delivery of the goods also accepts the Companies Terms & Conditions in full even if no signature has been obtained to confirm the purchaser's acceptance of these conditions. The Purchaser shall, while property in the goods remains with the Company pursuant to this Condition, hold the Goods on a fiduciary basis only and as a bailee only for the Company, keep the Goods separate from those of the Company and third parties and property stores, protected and identified as the Company's property. The Purchaser may use or re-sell the Goods in the normal course of its business but until the Company is paid in full the proceeds of any sale or insurance proceeds shall be held by the Purchaser in trust for the Company and the Company shall be entitled to trace all proceeds of sale in accordance with equitable principles. Until such time as the property in the Goods passes to the Purchaser, the Purchaser grants to the Company and its agents an irrevocable licence to enter the premises of the Purchaser to seize or remove any Goods not paid for in full at any time. Risk in the Goods shall pass to the Purchaser on delivery. Until the Company has been paid in full for such Goods the Purchaser shall insure the goods to their full value against all risks and to the reasonable satisfaction of the Company and shall immediately pay all proceeds received under such insurances to the Company. All insurance claims will be pursued by the Purchaser as swiftly as is practicable.

6. DELIVERY – Unless otherwise agreed between the parties, all deliveries by the Company will be to the Purchaser's address as appears on the Company's records. The estimated delivery date will be as quoted on the Company's order acknowledgement or as otherwise notified by the Company to the Purchaser. The Company will not be liable in any way for any direct or indirect loss, damage or expense (including loss of profits and liability to third parties) suffered by the Purchaser as a consequence of any delay in delivery or despatch of Goods or for delay in completion of any services. Unless otherwise agreed in writing between the parties, the Company shall be entitled to deliver the Goods by instalments and to tender a separate invoice for each instalment and to determine the route and manner of delivery of the Goods. The Company shall be deemed to have the Purchaser's authority to make such contract with any Carrier as the Company may deem reasonable. Where the Goods are delivered by instalments, the Contract shall become severable and each instalment shall be deemed to be the subject of a separate contract. No default or failure by the Company in respect of one or more instalments shall entitle the Purchaser to treat the Contract as repudiated or to damages. If for any reason the Company is unable to deliver the Goods to the Purchaser due to any fault of the Purchaser the Company shall be entitled to arrange storage either at its own premises or elsewhere on the Purchaser's risk and expense. The Goods shall be invoiced on the day on which they are put into storage and such Goods shall thereupon be deemed to have been delivered by the Company. Time shall not be of the essence for delivery by the Company.

7. CLAIMS FOR DEFECTS, DAMAGE, LOSS OR NON-DELIVERY – The purchaser shall inspect all Goods on delivery and shall notify the Company of any alleged defect in materials or workmanship, damage or failure to comply with description or sample or shortage in quantity in writing within three days of physical receipt and the Purchaser shall notify the Carrier within seven days of physical receipt. It is agreed that the Purchaser waives any claims he may have had where claims have not been made in writing within the aforesaid period. The packaging and contents must be retained and the Purchaser shall give the Company an opportunity to inspect the Goods within a reasonable time following delivery before any use is made of them. Without prejudice to the foregoing the Purchaser must advise the Company in writing, within seven days of the date of receipt of an invoice, of any non-delivery of entire batches of Goods. Notwithstanding the receipt by the Company of any such notice a clear signature on a Carrier's advice sheet shall be deemed to signify receipt of the quantity of cartons indicated thereon. If the purchaser shall fail to comply with the foregoing the Goods shall be conclusively presumed to be in accordance with the Contract and free from any defect in materials or workmanship or damage which would be apparent on a reasonable examination of the Goods and the Purchaser shall be deemed to have accepted the Goods. If the Purchaser establishes to the Company's reasonable satisfaction that the Goods are not in accordance with the Contract or there is any defect in materials or workmanship, the Purchaser's sole remedy in respect thereof shall be limited as the Company may elect, to making good and shortage, to replacing such Goods or refunding all, or part of, the Contract price against return of the Goods

8. FORCE MAJEURE – The Company shall not be liable for failure to deliver the Goods or supply the services for any reason whatsoever outside the reasonable control of the Company including, without limitation to the generality of the foregoing, industrial action, war, governmental action, or regulation, act of God, riots or non-availability of stocks or materials and any delays by third party manufacturers in supplying any parts or materials. Any such failure shall not affect the obligation of the Purchaser to pay for Goods already delivered or Services already supplied.

9. WARRANTY – Unless otherwise agreed by the parties in writing, the warranty on non-used Goods is as stated in the Product Literature, save that where no Product Literature is provided, the Company warrants that it will provide, for the replacement or repair, at its option of defective materials and defective workmanship in the Goods (which would not have been apparent on a reasonable examination of the Goods on delivery) for a period of twelve months from the date of delivery. The warranty will be invalidated in the event that a third party (other than a repair agent authorised by the Company) or the Purchaser attempts repairs on

the Goods. The Company warrants that the Goods will be fit for any use attributed to them by good medical practice and not for any other use. Subject to the provision of this Condition 9 and any warranty and conditions contained in any product literature all warranties and conditions implied by statute or otherwise excluded provided that nothing herein shall affect the statutory rights of the Purchaser dealing as a consumer. Where the Goods are supplied in or to a country which is not a member state of the EU, any warranties in respect of the Goods provided hereunder shall only apply in that country.

10. RETURNS – Goods may only be returned to the Company with the prior consent of the Company and on terms to be determined at the absolute discretion of the Company and must be securely packed and, unless the carrier effecting the return is instructed by the Company, must be consigned carriage paid and fully insured. Goods returned without the prior written approval of the Company may at the Company's absolute discretion be returned to the Purchaser or retained at the Purchaser's costs without prejudice to any rights or remedies the Company may have.

11. EXCLUSION OF LIABILITY – The company shall not be liable for any loss, damage or expenses (whether direct, indirect, consequential or otherwise) suffered or incurred by the Purchaser arising out of the delivery, installation, sale, use or maintenance of the Goods and/or the provision of the Services except for any loss, damage or expenses arising from any defect in materials or workmanship in the Goods which would not have been apparent upon a reasonable inspection of the Goods upon delivery or any negligent act or omission or willful default of the Company save that where the Company is liable for any loss, damage or expenses as aforesaid (i) the Company's liability shall be limited to £250,000 per claim and (ii) the Company shall not be liable for any consequential or indirect loss, damage or expenses suffered by the Purchaser (including but not limited to loss of profit, loss of goodwill, costs and expenses payable to third parties).

12. INDEMNITY – The Purchaser shall indemnify the Company for all loss, damage and expenses (whether direct, indirect, consequential or otherwise) suffered or incurred by the Company arising from the delivery, installation, use or maintenance of the Goods or provision of the services whether by the Purchaser or any third party, save that the Purchaser shall not be required to indemnify the Company if and to the extent that the Company is liable under Condition 11.

13. INTELLECTUAL PROPERTY RIGHTS – The Company shall indemnify the Purchaser for and against any claim made or action brought in respect of infringement of copyright, trade marks, patents, registered designs, trade names or any other intellectual property rights in respect of the Goods, provided that the Purchaser shall have notified the Company forthwith in the event of any claim or action being brought or threatened in this respect. The Company shall be entitled to conduct all negotiations and take all necessary proceedings to dispute such a claim in its own name or in the name of the Purchaser or in both names but the conduct of proceedings and negotiations shall be completely at the discretion of the Company. The Purchaser agrees to execute all such documents and do all such things and render all such assistance to the Company as the Company shall require. The Purchaser shall take all steps to ensure that it does not prejudice the Company's situation in this respect.

14. SUB-CONTRACTS – The Company expressly reserves the right to sub-contract the performance of any Contract for the supply of Goods or provision of Services or any part thereof.

15. INSTALLATION – Where installation is quoted as being included in the price of Goods, this will include only the siting of the Goods in an appropriate place where all necessary services have been made available. Once installed and tested and shown to be operating to the satisfaction of the Company, the Goods shall be deemed to have been accepted by the Purchaser unless the Company is notified to the contrary by the Purchaser within seven days of completion of such testing in the event of a substantial defect in the Goods and the Company shall have failed to have remedied such defect within a reasonable time of notification of the existence of such defect. If the Purchaser chooses to pay for Goods to be delivered without professional installation by an engineer from the Company, the warranty on those Goods for any repairs relating to installation is henceforth Return to Base only. A free of charge follow up engineer visit relating to the installation of the Goods at the Purchaser's site will only be made where professional installation by the Company has been paid for by the Purchaser.

16. DEFAULT BY THE BUYER – Sums outstanding in respect of any goods or the performance of any Services shall become immediately payable if (a) the Purchaser fails to make payment for the Goods in accordance with Condition 4 or (b) commits any other breach of the Contract, or (c) if any distress or execution shall be levied upon any of the Purchaser's goods or if the Purchaser offers to make any arrangement with its creditors or commits an act of bankruptcy or if any petition in bankruptcy be presented against the Purchaser or the Purchaser is unable to pay its debts as they fall due or if being a limited company and resolution or petition to wind up the Purchaser (other than for the purpose of amalgamation or reconstruction with insolvency) shall be passed or presented or if a receiver, administrator, administrative receiver or manager shall be appointed over the whole or any part of the Purchaser's business or if the Purchaser shall suffer any analogous proceedings under foreign law or if the Purchaser ceases or threatens to cease to carry on business. In addition, the Company may in its absolute discretion and without prejudice to any other rights which it may have: suspend all future deliveries of Goods to the Purchaser and/or supply of Services and/or terminate the Contract without liability upon its part, and/or exercise any of its rights pursuant to condition 5.

17. SET-OFF AND COUNTERCLAIM – The Purchaser shall not be entitled to withhold payment of any invoice by reason of any right of set off or counterclaim which the Purchaser may have or allege to have or for any other reason whatsoever.

18. LAW AND JURISDICTION – These conditions and the Contract shall be governed in all respects by English law and any dispute hereunder shall be subject to the non-exclusive jurisdiction of the English Courts.

19. TRADEMARKS – Unless otherwise agreed in writing all goods shall, if sold packaged, be sold or re-sold only in the packaging supplied by the Company and in no case may any trade mark other than those applied by the Company be marked on or applied in relation to the Goods.

20. ASSIGNMENT – The Purchaser may not assign, subcontract or in any way dispose of its rights or obligations under the Contract without the prior written consent of the Company.

21. WAIVER – No waiver or forbearance by the Company, whether express or implied, in enforcing any of its rights hereunder shall prejudice its right to do so in future.

22. SEVERENCE – Any provision or term of these conditions or of any Contract which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision hereof.

23. EXPORT CONTRACTS – Where the Goods are supplied for export, from the United Kingdom, the provisions of this Condition shall subject to any special terms agreed between the Company and the Purchaser apply notwithstanding any other provisions of these Conditions. The Purchaser shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties thereon.

The Purchaser shall be responsible for arranging for testing and inspection of the Goods at the Company's premises before shipment. However, the Purchaser may elect, at its own cost, for the Company to arrange for an independent third party to inspect the Goods at the Company's premises before shipment and the Purchaser agrees to be bound by the decision of such third party. The Company shall have no liability to any claim in respect of any defect in the Goods which would be apparent on inspection and which are made after shipment, or in respect of any damage during transit. For overseas deliveries insurance will be arranged for the Goods whilst in transit by the Company on behalf of the Purchaser and will be charged to the Purchaser together with the price of the Goods.

Please read these terms and conditions ("Agreement" or "Terms") carefully before using the website. The Agreement sets out the legally binding terms and conditions for your use of the website at graftonoptical.com (the "Site") and all sales/services provided by Grafton Optical Company Limited on the site. By using the Site in any manner, including but not limited to visiting or browsing the Site, you (the "user" or "you") agree to be bound by this Agreement, including those additional terms and conditions and policies referred to here and/or available by hyperlink. This Agreement applies to all users of the Site, including without limitation all users.

24. ELECTRONIC COMMUNICATIONS – When you send e-mails to us, you are communicating with us electronically. We will communicate with you electronically in a variety of ways, such as by e-mail or text. For contractual purposes, you agree that all agreements, notices, disclosures and other communications that we provide you electronically satisfy any legal requirement that such communications be in writing, unless mandatory applicable laws specifically require a different form of communication.