

## Viscgo Terms of Sale

These are the Terms on which we make our products available to you (“you”, the “Customer”). Please ensure you read these Terms carefully. Some of the provisions apply to you in different ways depending on whether you are an Individual Customer or a Business Customer. The attention of Business Customers is drawn in particular to the provisions of clause 11.

### 1. Interpretation

#### 1.1 Definitions:

- 1 **Business Customer:** any potential purchaser of the Goods who is not an Individual Customer.
- 2 **Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
- 3 **Contract:** the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these terms.
- 4 **Customer:** the person or firm who purchases the Goods from the Supplier.
- 5 **Force Majeure Event:** an event or circumstance beyond a party's reasonable control.
- 6 **Goods:** the goods (or any part of them) set out in the Order.
- 7 **Individual Customer:** any potential purchaser of the Goods who is acting for their own account and not on behalf of another person or entity.
- 8 **Order:** the Customer's order for the Goods, as set out in the Customer's purchase order form or the Customer's online order.
- 9 **Specification:** any specification for the Goods, including any related plans and drawings, that is agreed [in writing] by the Customer and the Supplier.

#### 1.2 In these Terms:

- (a) a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- (b) any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (c) a reference to **writing** or **written** includes emails.

### 2. Who we are

2.1 We are Viscgo Limited a company registered in England and Wales (“we”, “us”, the “Supplier”). Our company registration number is 09744207 and our registered office is at 19 Butt Hill Avenue, Prestwich, Manchester M25 9PN.

2.2 To contact us, please use the methods listed on our [Contact](#) page.

### **3. Our Contract**

3.1 Our acceptance of your Order will take place when we email you to accept it, at which point the Contract will come into existence between you and us. The Contract shall apply to the exclusion of any other agreement between us in relation to the Order. Please ensure the terms of the Order are complete and accurate.

3.2 If we are unable to accept your Order, we will inform you of this in writing and will not charge you for the Goods. This might be because the Goods are out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the Goods or because we are unable to meet a delivery deadline you have specified.

3.3 We will assign an order number to your Order and tell you what it is when we accept your Order. It will help us if you can tell us the order number whenever you contact us about your Order.

3.4 Our website is primarily for the promotion of the Goods in the UK. If you are not based in this region, please note that the laws and policies of the UK will apply to any Order you place with us.

### **4. The Goods**

4.1 The images of the Goods on our website or in any other published material are for illustrative purposes only. The Goods may vary slightly from those images.

4.2 The packaging of the Goods may vary from that shown in images on our website.

### **5. Changes to an Order**

If you wish to make a change to an Order, please notify us and we will advise if any such change is possible. If it is possible we will let you know about any changes to the price of the Goods, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the Contract.

5.1 We may change the Goods:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements, for example to improve the functionality of the Goods. These changes will not affect your use of the Goods.

## **6. Delivery**

- 6.1 We will deliver the Goods to the location set out in the Order and delivery shall be complete on the unloading of the Goods at such location.
- 6.2 The costs of delivery will be as displayed to you on our website or other published material in which the Goods are listed.
- 6.3 If you are a Business Customer:
  - (a) please note that any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. We shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods; and
  - (b) if we fail to deliver the Goods, our liability shall be limited to the costs and expenses incurred by you in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.
- 6.4 We shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 6.5 If no one is available at your address to take delivery and the Goods cannot be posted through your letterbox, our delivery partner will leave you a note informing you of how to rearrange delivery or collect the Goods from a local depot.
- 6.6 If you do not collect the Goods from us or our delivery partner as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and Clause 8.9 will apply.
- 6.7 If you are an Individual Customer, you have legal rights if we deliver any goods late. If we miss the delivery deadline for any Goods then you may treat the Contract as at an end straight away if any of the following apply:
  - (a) we have refused to deliver the goods;

- (b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
  - (c) you told us before we accepted your Order that delivery within the delivery deadline was essential.
- 6.8 You own the Goods once we have received payment in full for those Goods as set out in the Order.

## 7. Termination

- 7.1 The provisions of this clause will apply to you in different ways depending on whether you are an Individual Customer or a Business Customer. If you are an Individual Customer, the provisions of Clauses 7.2 to 7.7 will apply. If you are a Business Customer, the provisions of Clauses 7.8 to 7.13 will apply.
- 7.2 Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:
- (a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get some or all of your money back), see clause 8.5;
  - (b) **If you want to end the contract because of something we have done or have told you we are going to do, see clause 7.3;**
  - (c) **If you have just changed your mind about the product, see clause 7.4.** You may be able to get a refund if you are within the 14 day cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;
  - (d) **In all other cases (if we are not at fault and there is no right to change your mind), see clause 7.7.**
- 7.3 If you are ending a contract for a reason set out at (a) to (d) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:
- (a) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
  - (b) there is a risk that supply of the products may be significantly delayed because of events outside our control;
  - (c) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 3 months; or
  - (d) you have a legal right to end the contract because of something we have done wrong (including because we have delivered late (see clause 6.7)).

- 7.4 For most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.
- 7.5 You do not have a right to change your mind in respect of any Goods sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
- 7.6 Where you have a right to do so, you have 14 days from the date on which you receive the Goods to change your mind.
- 7.7 Even if we are not at fault and you do not have a right to change your mind (see clause 7.1), you can still end the contract before it is completed, but you may have to pay us compensation. Your Contract is completed when the Goods are delivered and paid for. The contract will end immediately and we will refund any sums paid by you for Goods not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.
- 7.8 Without limiting its other rights or remedies, we may terminate this Contract with immediate effect by giving written notice to you if:
- (a) you commit a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of being notified in writing to do so;
  - (b) you take any step or action in connection with entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business;
  - (c) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
  - (d) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.
- 7.9 Without limiting our other rights or remedies, we may suspend provision of the Goods under the Contract or any other contract between you and us if you become subject to any of the events listed in clause 7.8(a) to clause 7.8(d), or we reasonably believe that you are about to become subject to any of them, or you fail to pay any amount due under this Contract on the due date for payment.
- 7.10 Without limiting our other rights or remedies, we may terminate the Contract with immediate effect by giving written notice to you if you fail to pay any amount due under the Contract on the due date for payment.

- 7.11 On termination of the Contract for any reason you shall immediately pay to us all of your outstanding unpaid invoices and interest.
- 7.12 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.
- 7.13 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

## **8. Ending the Contract**

**8.1 This Clause only applies to you if you are an Individual Customer.**

8.2 To end the Contract, please let us know by contacting us through the methods listed on our [Contact](#) page.

8.3 If you end the Contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either return the Goods in person to where you bought them or post them back to us at 19 Butt Hill Avenue, Prestwich, Manchester M25 9PN, UK. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

8.4 We will pay the costs of return:

- (a) if the Goods are faulty or misdescribed;
- (b) if you are ending the Contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong; or

In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

8.5 We will refund you the price you paid for the Goods including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

8.6 If you are exercising your right to change your mind:

- (a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the Goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

(b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of the Goods within 3-5 days at one cost but you choose to have the Goods delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

8.7 We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

(a) your refund will be made within 14 days from the day on which we receive the Goods back from you or, if earlier, the day on which you provide us with evidence that you have sent the Goods back to us.

(b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind

8.8 We may end the Contract at any time by writing to you if:

(a) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Goods, for example, a delivery address or delivery instructions; or

(b) you do not, within a reasonable time, allow us to deliver the Goods to you or collect them from us.

8.9 If we end the contract in the situations set out in clause 8.8 we will refund any money you have paid in advance for Goods we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

## 9. Defective Goods

9.1 The provisions of this clause will apply to you in different ways depending on whether you are an Individual Customer or a Business Customer. If you are an Individual Customer, the provisions of Clauses 9.2 to 9.4 will apply. If you are a Business Customer, the provisions of Clauses 9.5 to 9.10 will apply.

9.2 If you have any questions or complaints about the product, please contact us by the methods listed on our [Contact](#) page.

9.3 We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

### Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

a) Up to 30 days: if your goods are faulty, then you can get an immediate refund.

See also clause 7.4.

See also Exercising your right to change your mind (Consumer Contracts Regulations 2013).

- 9.4 If you wish to exercise your legal rights to reject the Goods you must post them back to us. We will pay the costs of postage.
- 9.5 We warrant that on delivery the Goods shall be free from material defects in design and material.
- 9.6 Subject to clause 9.7, if:
- (a) You give notice in writing to us within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 9.5;
  - (b) We are given a reasonable opportunity of examining such Goods; and
  - (c) you (if asked to do so by us) return such Goods to our place of business at our cost,
- we shall, at our option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 9.7 We shall not be liable for the Goods' failure to comply with the warranty set out in clause 9.5 in any of the following events:
- (a) you make any further use of such Goods after giving notice in accordance with clause 9.6;
  - (b) the defect arises because you failed to follow our oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
  - (c) you alter such Goods without our written consent;
  - (d) the defect arises as a result of wilful damage, negligence, or abnormal storage or working conditions; or
  - (e) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 9.8 Except as provided in this clause 9, we shall have no liability to you in respect of the Goods' failure to comply with the warranty set out in clause 9.5.
- 9.9 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.



9.10 These terms shall apply to any replacement Goods supplied by us.

## **10. Price and payment**

10.1 The price of the Goods (which includes VAT where specified) will be the price indicated on the order pages when you placed your Order. We take all reasonable care to ensure that the price of the Goods advised to you is correct.

10.2 Where the price we indicate includes VAT and the rate of VAT changes between your order date and the date we supply the Goods, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

10.3 The price of the Goods excludes the costs and charges of packaging, insurance and transport of the Goods, which shall be payable by you.

10.4 We accept payment with major credit and debit cards or by bank transfer. You must pay for the products by the due date of each relevant invoice from us and, in any case, within 30 days of the date of such invoice.

10.5 If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Barclays Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

## **11. Liability**

11.1 The provisions of this clause will apply to you in different ways depending on whether you are an Individual Customer or a Business Customer. If you are an Individual Customer, the provisions of Clauses 11.2 to 11.3 will apply. If you are a Business Customer, the provisions of Clauses 11.4 to 11.5 will apply.

11.2 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

11.3 This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products; and for defective products under the Consumer Protection Act 1987.

- 11.4 Nothing in these terms shall limit or exclude our liability for:
- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
  - (b) fraud or fraudulent misrepresentation;
  - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
  - (d) defective products under the Consumer Protection Act 1987.

11.5 Subject to clause 11.4:

- (a) under no circumstances whatsoever shall we be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- (b) our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 50% of the price of the Goods.

## **12. Personal Data**

12.1 We will only use your personal information as set out in our [Privacy Policy](#).

## **13. Miscellaneous**

13.1 We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

13.2 You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We may not agree if we feel there is a legitimate business reason for doing so.

13.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

13.4 No variation to this Contract shall be binding on either you or us unless it is in writing and signed by the relevant parties (or such persons to whom they may have appointed to represent them).

13.5 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

- 13.6 No one other than a party to this Contract and their permitted assignees shall have any right to enforce any of its terms.
- 13.7 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 13.8 These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.

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