



Worldwisetrading Limited t/a ProofVision – Standard Sale Terms & Conditions (“Conditions”)
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1.1 DEFINITIONS

In these Conditions;

“Acknowledgement of Order” means the Company’s form of acknowledgement and acceptance of the terms and which constitutes the Contract with these Conditions applying thereto;

“Business Day” means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;

“Customer” means the person(s), firm or company who purchases the Goods from the Company;

“Conditions” means these terms and conditions or other terms agreed between the parties, which from part of the Acknowledgement of Order;

“Contract” means the contract agreed between the Company and the Customer for the sale and purchase of the Goods in accordance with these Conditions;

“Company” means Worldwisetrading Limited (registered in England and Wales with company number 06224384) trading as ProofVision;

“Credit Customer” means a Customer accepted by Proofvision for having a credit account set up on Proofvision’s ERP system and who has offered and accepted credit terms from Proofvision of varying periods and amounts as agreed for payment (and so which is not a Proforma Customer);

“Delivery” means the physical delivery of the Goods as described in clause 4.3;

“Delivery Location” has the meaning given in clause 5.2;

“Force Majeure Event” means an event, circumstance or cause beyond a party’s reasonable control;

“Goods” means any goods agreed in the Contract to be supplied to the Customer by the Company;

“Proforma Customer” means a Customer who may have an account set up on the Proofvision ERP System but which does not receive any credit from Proofvision and who will not receive ordered goods until payment in full in accordance with these Conditions has first been received by Proofvision (and so which is not a Credit Customer); and

“Specification” means any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and the Company forming.

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Company No: 6224384 **T:** +44 (0) 203 4111 693 **E:** sales@proofvision.co.uk



1.2 INTERPRETATION

A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

A reference to a party includes its successors and permitted assigns.

A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

A reference to **writing** or **written** excludes fax but includes email.

2 BASIS OF CONTRACT

- 2.1 These Conditions apply to the Contract to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any enquiry, purchase order, confirmation of order, specification or other document).
- 2.2 The Acknowledgement of Order from the Company constitutes its acceptance of an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Acknowledgement of Order and any applicable Specification submitted by the Customer are complete and accurate.
- 2.3 No request, order or quantification given by the Company shall be deemed to be accepted by the Company until a written Acknowledgement of Order is issued by the Company and the Company confirms to the Customer the date of delivery of the Goods or (if earlier) the Company delivers the Goods to the Customer.
- 2.4 The Contract is formed when the Company issues a written Acknowledgement of Order to the Customer, at which point and on which date the Contract shall come into existence.
- 2.5 Any quotation for or information about the Goods given by the Company prior to the issue of the Acknowledgement of Order shall not constitute an offer. A quotation shall only be valid for a period of 30 Business Days from its date of issue.
- 2.6 Neither party shall be bound by any variation, waiver or addition to these Conditions except as agreed by the parties in writing and signed by a Director or authorised representative of the Company.
- 2.7 Any samples, drawings, descriptive matter or advertising produced by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.
- 2.8 The Customer shall not be entitled to reject the Goods for minor modifications made by the Company.

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3 PRICE AND PAYMENT

- 3.1 Unless otherwise agreed, prices exclude carriage to destination in mainland UK and the Company reserves the right to make an additional charge for any special delivery or other requirements of the Customer. For destinations outside mainland UK, the Company may make an additional charge for packing, insurance and carriage.
- 3.2 The price of the Goods shall be the price for them set out in the Acknowledgement of Order, or, if no price is quoted, the price set out in the Company's published price list in force as at the date of Delivery.
- 3.3 The Company may, by giving notice to the Customer at any time up to 14 Business Days before Delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
- a) any factor beyond the Company's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - b) any request by the Customer to change the Delivery date(s), quantities or types of Goods ordered, or the Specification; or
 - c) any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate or accurate information or instructions;
- and the Customer shall have the right to cancel the Contract in circumstances of the Company wishing to increase the price of the Goods within five Business Days of its receipt of the Company's notice.
- 3.4 The Customer (including Credit Customers) shall pay each invoice submitted by the Company:
- a) within 30 days of the date of the invoice (or otherwise confirmed in accordance with any credit terms agreed by the Company and confirmed in writing to the Customer); and
 - b) in full and in cleared funds by BACS or online banking only (and not by credit card) to a bank account nominated in writing by the Company; and
 - c) time for payment shall be of the essence of the Contract.
- 3.5 If a Customer is designated a Proforma Customer then the Customer shall pay each invoice submitted by the Company in advance of despatch and delivery of the Goods:
- a) within 15 days of the date of the invoice confirmed in writing to the Customer; and to a bank account nominated in writing by the Company; which shall be,
 - b) before any such purchased items are delivered to that Proforma Customer; and
 - d) time for payment shall be of the essence of the Contract.
- 3.6 Unless agreed in writing all invoices should be made payable to 'Worldwisetrading Ltd (which is trading as 'ProofVision') and are to be paid directly in full and cleared funds by BACS or online banking only to the Company's bank (as notified by the Company); or (and only with Proofvision's prior written agreement) by a cheque delivered to the Company's premises at ProofVision, Unit 1, Avad House, Belvue Road, Northolt, London UB5 5HY or such other address as the Company shall from time to time notify to the Customer.

- 3.7 If the Customer (of any designation) fails to make a payment due to the Company under the Contract by the due date, then, without limiting the Company's remedies under clause 10, the Customer shall:
- (a) pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 3.6(a) will accrue each day at 5% a year above the Bank of England's base rate from time to time, but at 5% a year for any period when that base rate is below 0%;
 - (b) pay the Company's costs and disbursements (including evidenced management time involved in taking action (including legal action) after the date that is seven days after the demand for payment given by the Company after the due date for payment in clause 3.4 (a) has passed;
 - (c) shall not be entitled, if a Proforma Customer, to have despatched or to be delivered the Goods in question due to failure to pay and Proofvision's liability to deliver the Goods shall expire and be of no effect thereafter as it, in its absolute discretion, decides.
- 3.8 Credit permitted to Credit Customers shall be limited to a 30 days credit period (or such other period and amount as Proofvision has agreed in writing in advance) by which date the credited amount must be paid in full otherwise clause 3.7 (a) and (b) apply.
- 3.9 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 3.10 Unless otherwise agreed in writing by the Company, due to their nature Goods supplied to the Customer are not subject to any "sale or return", "sale or exchange", "returns allowance" or similar arrangements.
- 3.11 Unless stated otherwise, all prices exclude VAT and any applicable taxes, levies, duties or imposts relating to the export or import of Goods, carriage, insurance and freight charges (but not normal packaging) which shall be added to the price at the rates applicable on the date of invoice by the Company.
- 3.12 The Company shall have the right to modify the Goods or alter the specifications of the Goods from time to time upon reasonable notice to the Customer.
- 3.13 All prices quoted to the Customer are based on the full quantities specified by the Customer and the Company reserves the right to revise prices in the event of any quantities being reduced for whatever cause.

4 DELIVERY

- 4.1 The Company shall ensure that:
- a) each Delivery of the Goods is accompanied by a delivery note that shows the date of the acknowledgement of Order, the contract number, relevant Company reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - b) if the Company requires the Customer to return any packaging materials to the Company, that fact will be clearly stated on the Delivery note.
- 4.2 The Company shall Deliver the Goods to the location set out in the Acknowledgement of Order or such other location as the parties may agree (**Delivery Location**) at any time after the Company notifies the Customer that the Goods are ready except that in the case of a Proforma Customer, such Delivery shall not take place until after payment for the Goods has been received by Proofvision in accordance with these Conditions.

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- 4.3 Delivery occurs and is completed on the passing over the boundary of the Goods into the Customer's nominated Delivery Location.
- 4.4 Any dates specified by the Company for Delivery of the Goods are intended to be an estimate, and the time of Delivery is not of the essence. If no dates are so specified, Delivery shall be within a reasonable time. The Company shall not be liable for any delay in Delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.5 If the Company fails to Deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality demonstrated to be in the cheapest market available, less the price of the Goods. The Company shall have no liability for any failure to Deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Company with adequate Delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.6 If the Customer fails to accept Delivery of the Goods within three Business Days of the Company notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Company's failure to comply with its obligations under the Contract in respect of the Goods:
- a) Delivery of the Goods shall be deemed to have been completed at 9.00 am on the fourth Business Day after the day on which the Company notified the Customer that the Goods were ready and are to be physically delivered; and
 - b) the Company shall store the Goods until actual Delivery takes place and charge the Customer for all related costs and expenses (including insurance, if requested).
- 4.7 If ten or more Business Days after the day on which the Company notified the Customer that the Goods were ready for Delivery the Customer has not accepted actual delivery of them, the Company may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 4.8 The Company may Deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any Delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5 RISK / TITLE

- 5.1 The risk in the Goods shall pass to the Customer on Delivery.
- 5.2 Title to the Goods shall not pass to the Customer until the earlier of:
- a) the Company receiving payment in full (in cash or cleared funds) for the Goods;
 - b) the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 5.4.
- 5.3 Until title to the Goods has passed to the Customer, the Customer shall:
- a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Company's property;
 - b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

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- c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the Time date of Delivery;
 - d) notify the Company immediately if it becomes subject to any of the events listed in clause 12; and
 - e) give the Company such information as the Company may reasonably require from time to time relating to:
 - i) the Goods; and
 - ii) the ongoing financial position of the Customer.
- 5.4 Subject to clause 5.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Company receives payment for the Goods. However, if the Customer resells the Goods before that time:
- a) it does so as principal and not as the Company's agent; and
 - b) title to the Goods shall pass from the Company to the Customer immediately before the time at which resale by the Customer occurs.
- 5.5 At any time before title to the Goods passes to the Customer, the Company may:
- a) by notice in writing, terminate the Customer's right under clause 5.4 to resell the Goods or use them in the ordinary course of its business; and
 - b) require the Customer to deliver up all Goods in its possession that have not been paid for or resold or irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.
- 5.6 Risk of damage to or loss of the Goods shall pass to the Customer on Delivery. If Delivery becomes impossible through no fault of the Company, risk shall pass to the Customer on notification of readiness for Delivery.
- 5.7 The Customer agrees that damage or loss to the Goods around Delivery shall be subject to this clause and clauses 6.6 and 6.7.

6 QUALITY

- 6.1 The Company warrants that on delivery, and for a period of two years from the date of Delivery ("**Warranty Period**"), the Goods shall:
- a) conform in all material respects with the Specification;
 - b) be free from material defects in material and workmanship; and
 - c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
- 6.2 Subject to clauses 6.3 and 6.6, if:
- a) the Customer gives notice in writing to the Company during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 6.1;

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- b) the Company is given a reasonable opportunity of examining such Goods and it concludes, in its sole discretion, that there has been a breach of the said warranty; and
- c) the Customer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Customer's cost,

the remedies for such warranty breach (subject to clause 8) shall be the Company electing, at its sole option, to either make good any shortage or non-Delivery if the Delivery of the Goods was of an incorrect quantity, or repair or replace any Goods that are damaged or defective, or allow the Customer credit for their invoice value in whatever way the Company chooses and such action shall satisfy all the Company's liability for shortage of Goods or damage to/defective Goods.

- 6.3 The Delivery of any replacement Goods shall be at the Delivery Location agreed for the original Goods.
- 6.4 The Company shall not be liable for the Goods' failure to comply with the warranty set out in clause 6.1 if:
 - a) the Customer makes any further use of such Goods after giving notice in accordance with clause 6.2;
 - b) the defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, commissioning, installation, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;
 - c) the defect arises as a result of the Company following any instruction, drawing, design or specification supplied by the Customer;
 - d) the Customer alters or repairs such Goods without the written consent of the Company;
 - e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions after Delivery; or
 - f) the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 6.5 If the Customer is entitled to return only some Goods, the Contract shall remain in full force and effect in respect of the other Goods supplied and no set-off or other claim shall be made by the Customer against or in respect of such other Goods.
- 6.6 In the case of any defect or damage to the Goods which would have been apparent on reasonable inspection by the Customer, written notice must be given on the driver's Delivery documents detailing in full the nature of any defect or damage and the number of Goods affected within 48 hours of the date of Delivery. Otherwise no claim for such damage shall be made
- 6.7 In the case of any shortage in delivery, written notice must be given on the driver's Delivery documents detailing in full the extent of the shortage within 48 hours of the date of Delivery.
- 6.8 Except as provided in this Clause 6 and always subject to clause 8, the Company shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 6.1.
- 6.9 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.
- 6.10 These Conditions shall apply to any repaired or replacement Goods supplied by the Company.

7 DIVISIBILITY

- 7.1 The Company reserves the right to make deliveries/and or services by instalments and to render a separate invoice in respect of each such instalment.
- 7.2 If the Company exercises its right to make deliveries/and or services in accordance with clause 7.1 above, then any delay in the provision of such deliveries/and or services, or failure to deliver any further instalment or instalments, shall not entitle the Customer to reject the Contract or the Delivery/service of any other instalment or to withhold payment in respect of any instalment previously delivered/served.

8 LIMITATION OF LIABILITY

- 8.1 The limits and exclusions in this clause reflect the insurance cover the Company has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess liability.
- 8.2 References to liability in this clause 8 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 8.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- a) death or personal injury caused by negligence;
 - b) fraud or fraudulent misrepresentation;
 - c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; and
 - d) defective products under the Consumer Protection Act 1987.
- 8.4 Subject to clause 8.3 and clause 6, the Company's total liability to the Customer for the defective or non-delivered Goods shall not exceed the price paid by the Customer set out in the Contract.
- 8.5 Subject to clause 8.3, the following types of loss are wholly excluded and shall not be:
- a) loss of profits;
 - b) loss of sales or business;
 - c) loss of agreements or contracts;
 - d) loss of anticipated savings;
 - e) loss of use or corruption of software, data or information;
 - f) loss of or damage to goodwill; and
 - g) indirect or consequential loss.
- 8.6 This clause 8 shall survive termination of the Contract.

9 NOTICES

- 9.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office or its principal place of business.
- 9.2 Any notice shall be deemed to have been received:
- a) if delivered by hand, at the time the notice is left at the proper address;
 - b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
 - c) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
- 9.3 This clause 9 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

10 TERMINATION

- 10.1 Without limiting its other rights or remedies, the Company may terminate this Contract with immediate effect by giving written notice to the Customer if:
- a) the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within three days of that party being notified in writing to do so;
 - b) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, 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 its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - c) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
 - d) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 10.2 Without limiting its other rights or remedies, the Company may suspend provision of the Goods under the Contract or any other contract between the Customer and the Company if the Customer becomes subject to any of the events listed in clause 10.1(b) to clause 10.1(d), or the Company reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 10.3 On termination of the Contract for any reason the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Customer immediately on receipt.
- 10.4 Termination of the Contract, however arising, 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 the Contract which existed at or before the date of termination.

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- 10.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

11 FORCE MAJEURE

Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for more than twenty Business Days, the party not affected may terminate the Contract by giving seven days' written notice to the affected party.

12 THIRD PARTY RIGHTS

- 12.1 The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to any third party to enforce any term of the Contract.
- 12.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

13 ENTIRE AGREEMENT

- 13.1 The Contract constitutes the entire agreement between the parties.
- 13.2 Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in the Contract.

14 VARIATION

No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

15 GOVERNING LAW

The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the laws of England and Wales.

16 JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.