

## WHERE INSPIRATION FLOWS

INDIVIDUAL APRIL 2018



### CONTACT US

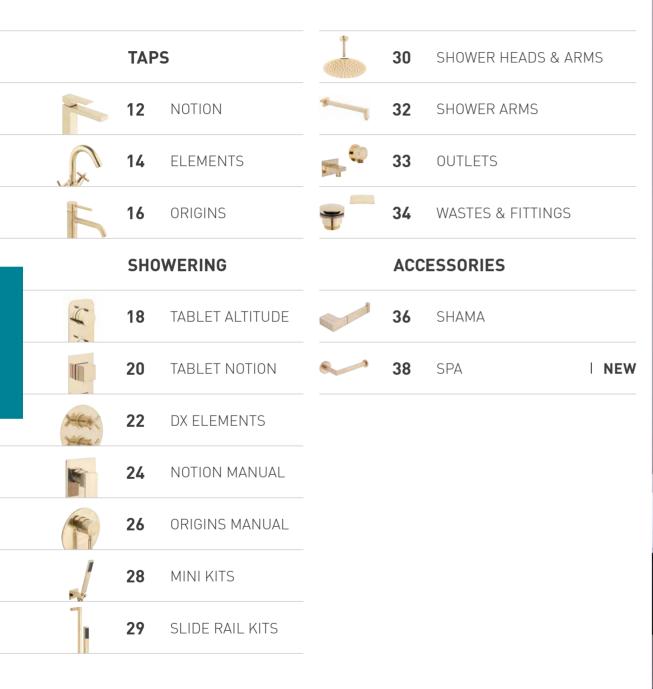
**SALES** 01934 744466 **FAX** 01934 744345 **EMAIL** SALES@VADO.COM **WEB** WWW.VADO.COM



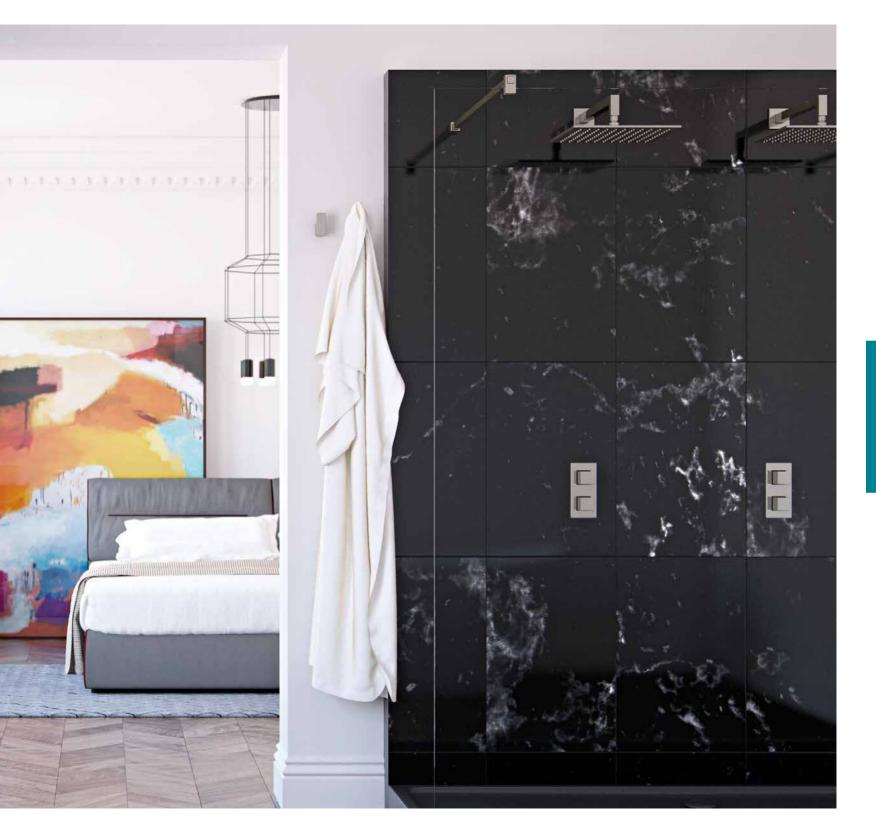
## FOUR STRIKING FINISHES;



### CONTENTS







## EXPERIENCE OUR PRODUCTS IN FULL 3D.



### STEP 1: DOWNLOAD

VIV is available to download for free on the App Store and Google Play Store and works with all iOS and Android devices.

### STEP 2: SCAN

Using the **VIV** App, scan the tracker to generate life size **VADO** products in 3D.

### STEP 3: EXPERIENCE

Prepare for an enriched digital experience as you bring your favourite **VADO** ranges to life.





## THIS TRACKER IS THE START OF A WHOLE NEW EXPERIENCE IN **VIRTUAL INSPIRATION**



## YOU ARE IN SAFE HANDS.

### WHY VADO?

We don't compromise on our design or manufacturing – superior quality taps, showers and accessories are our passion. From product design to our seven step hand polishing process, we manufacture our products to last, so whichever range you choose, outstanding quality comes as standard. **VADO** products are expertly designed in Cheddar, England, the home of our brand for the last three decades.

We are experts in the brassware industry and take pride in our heritage and values. We ensure only the finest materials are crafted into products that not only look premium, they feel it too.



## THE PERFECT CHOICE FOR YOUR HOME.

We understand there are a lot of choices to make when searching for your perfect kitchen or bathroom fittings, with an overwhelming amount of confusing information and advice available.

At **VADO** we don't think it needs to be that complicated. We think all you need to know is that when you choose a **VADO** product, you are getting the very best of British design and exceptional quality.

- 3 year guarantee on Individual finishes
- Tested to industry leading standards
- Friendly and knowledgable customer service team
- A product you will love using every day



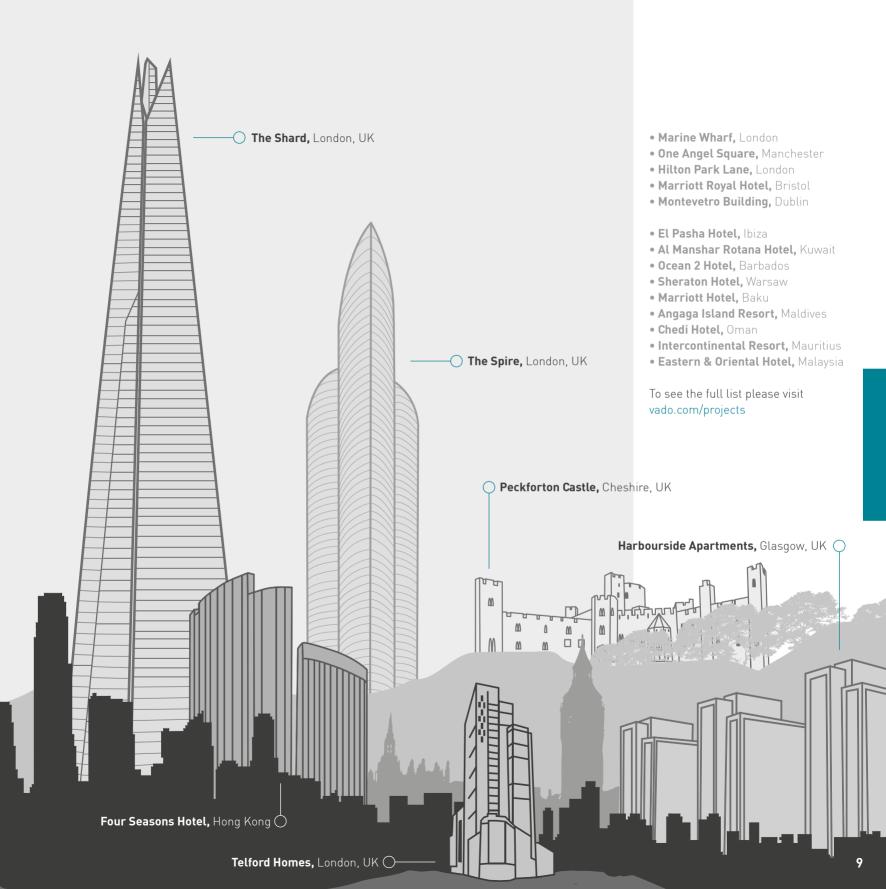
## DON'T JUST TAKE OUR WORD FOR IT.

VADO products are in some of the most prestigious hotel, commercial and residential developments across the world. This cityscape shows a small snapshot of a variety of prestigious projects we have been involved with.

The exceptional quality of our products, outstanding customer service and our agility to support large scale developments makes VADO a globally trusted brand.

JW Marriott Marquis, Dubai, UAE 🔵 -

📿 Central Market, Abu Dhabi, UAE



## MAKING YOUR DREAM BATHROOM A REALITY.

### **STEP 1**

Choose from one of our many bathroom brassware collections. We have a wide variety of styles to suit individual tastes.

### **STEP 2**

Find your local stockist. If you don't already know who your local stockist is, visit **vado.com/stockists** to find your local verified **VADO** independent retailer.

### **STEP 3**

Visit your verified **VADO** independent retailer to discuss all of your bathroom design and installation requirements with a fully trained bathroom adviser.

### **STEP 4**

Reinvigorate yourself and your senses in your beautiful new bathing space.



## VERIFIED VADO INDEPENDENT RETAILERS.



We carefully select and train all of our **VADO** independent retailers to ensure you have the best experience when selecting your perfect bathroom.

Our stockists will not only help you to select the right **VADO** taps and showering products to deliver you a great experience day in day out, they will also guide you in choosing the best coordinating sanitaryware and tiling options to create your dream bathroom.

### BRASSWARE IS OUR SPECIALITY

At **VADO** we believe in channelling all of our expertise and engineering know-how to focus just on brassware technology to deliver outstanding products that not only look great, but deliver a truly sensory experience. We work to ensure our product designs are harmonious with all sanitaryware, so when you choose **VADO** your choice of coordinating items is unlimited. With **VADO** you can really **let your inspiration flow**.

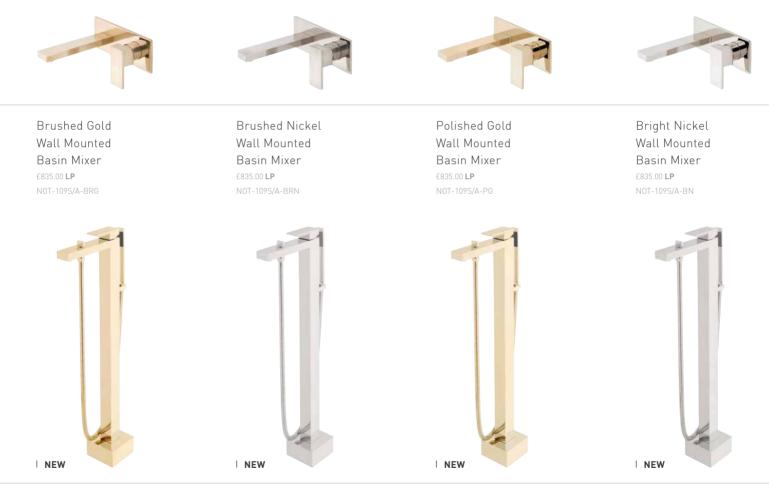




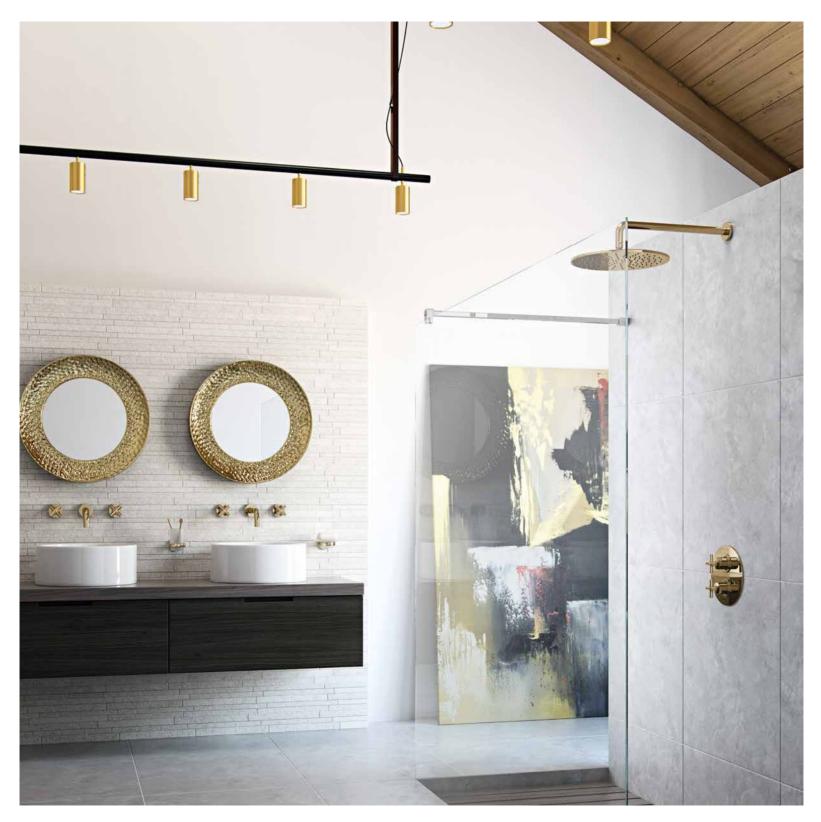
**12** | Notion

## NOTION

A striking, contemporary product presented in four unique finishes with eye-catching cubic angles; the Notion collection is a true celebration of modern design.



Brushed Gold Bath Shower Mixer with Shower Kit £2,495.00 MP NOT-233-BRG Brushed Nickel Bath Shower Mixer with Shower Kit £2,495.00 MP NOT-233-BRN Polished Gold Bath Shower Mixer with Shower Kit £2,495.00 MP NOT-233-PG Bright Nickel Bath Shower Mixer with Shower Kit £2,495.00 MP NOT-233-BN



# ELEMENTS

Featuring elegant, cross-shaped single control handles and sweeping circular arcs set within four striking finishes, this design is perfectly suited to modern, design-led interiors.



Brushed Gold Mono Basin Mixer £445.00 LP ELW-100/SB-BRG



Brushed Gold Basin Mixer with Pop-up Waste £565.00 LP ELW-101-BRG



Brushed Gold Wall Mounted Basin Mixer £630.00 LP ELW-109L-BRG



Brushed Nickel Mono Basin Mixer £445.00 LP ELW-100/SB-BRN



Brushed Nickel Basin Mixer with Pop-up Waste £565.00 LP ELW-101-BRN



Brushed Nickel Wall Mounted Basin Mixer £630.00 LP ELW-109L-BRN

Polished Gold Wall Mounted Basin Mixer £630.00 LP ELW-109L-PG

Polished Gold

£445.00 LP

ELW-100/SB-PG

Polished Gold

with Pop-up Waste

Basin Mixer

£565.00 LP

ELW-101-PG

Mono Basin Mixer



Bright Nickel Mono Basin Mixer £445.00 LP ELW-100/SB-BN



Bright Nickel Basin Mixer with Pop-up Waste £565.00 LP ELW-101-BN



Bright Nickel Wall Mounted Basin Mixer £630.00 LP ELW-109L-BN

All prices include VAT

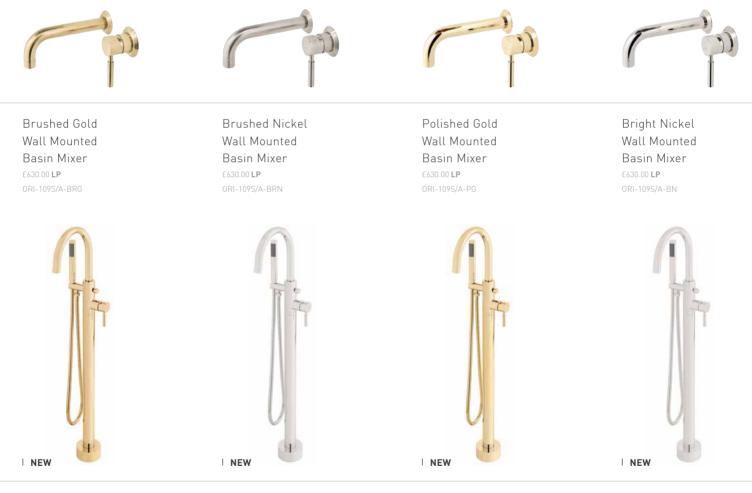




£390.00 **MP** ORI-200/SB-BN

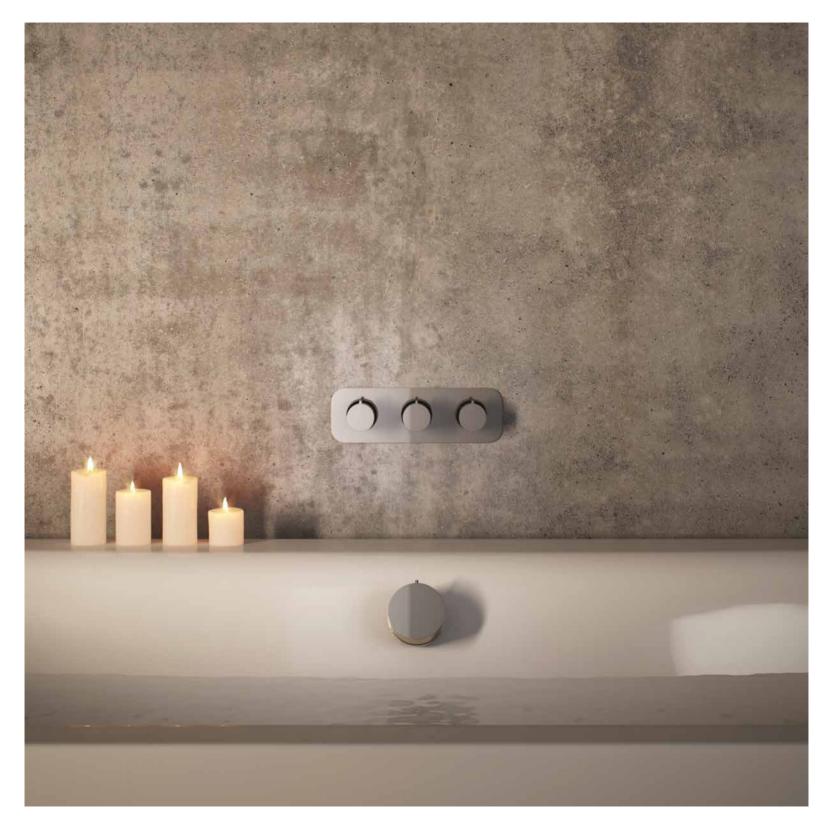
## ORIGINS

A sense of effortless chic is beautifully captured within the graceful Origins collection. Simple, yet stylish designs combine brushed and polished finishes with subtle contours and sophisticated design details.



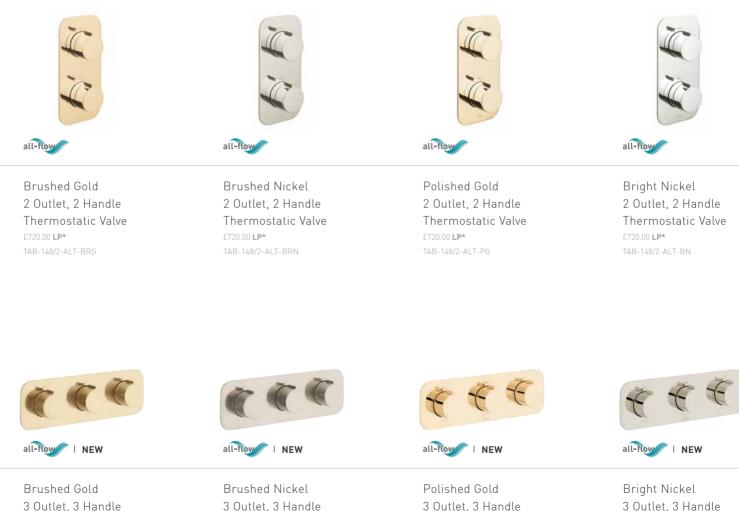
Brushed Gold Bath Shower Mixer with Shower Kit £1,695.00 MP ORI-233-BRG

Brushed Nickel Bath Shower Mixer with Shower Kit £1,695.00 MP ORI-233-BRN Polished Gold Bath Shower Mixer with Shower Kit £1,695.00 MP ORI-233-PG Bright Nickel Bath Shower Mixer with Shower Kit £1,695.00 MP ORI-233-BN



# TABLET ALTITUDE

Featuring exclusive All-Flow technology, Individual's contemporary finishes accentuate Tablet Altitude's contoured shapes and smooth, sleek surfaces to create a striking style statement.



Thermostatic Valve

£820.00 LP\*

Thermostatic Valve E820.00 LP\* TAB-128/3-H-ALT-BRG

All prices include VAT \*LP for shower, MP for bath

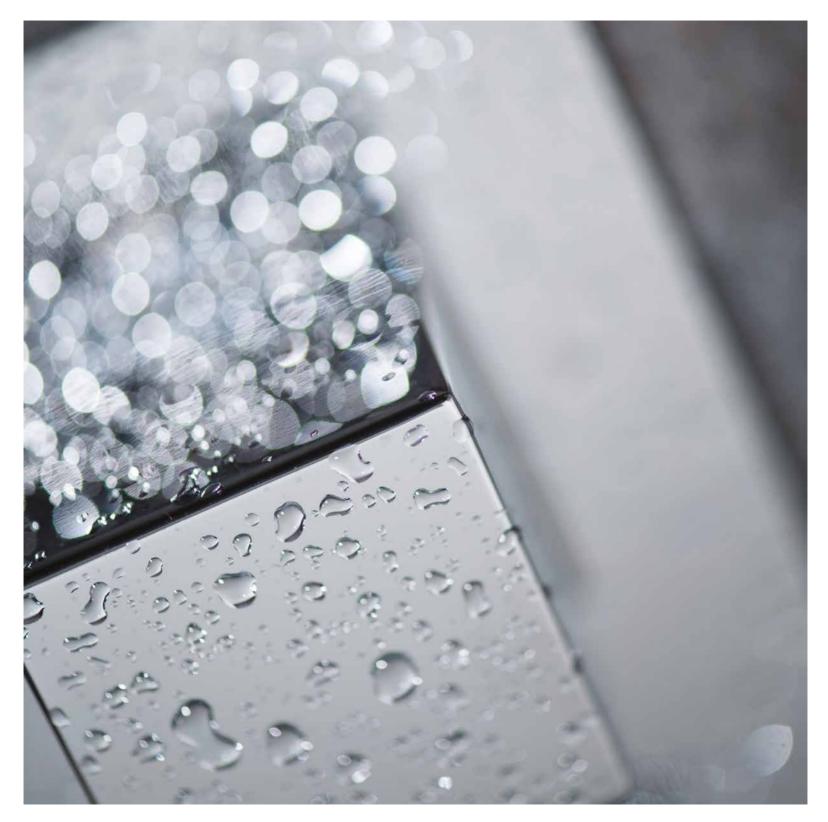
Thermostatic Valve

£820.00 **LP\*** 

Tablet Altitude | **19** 

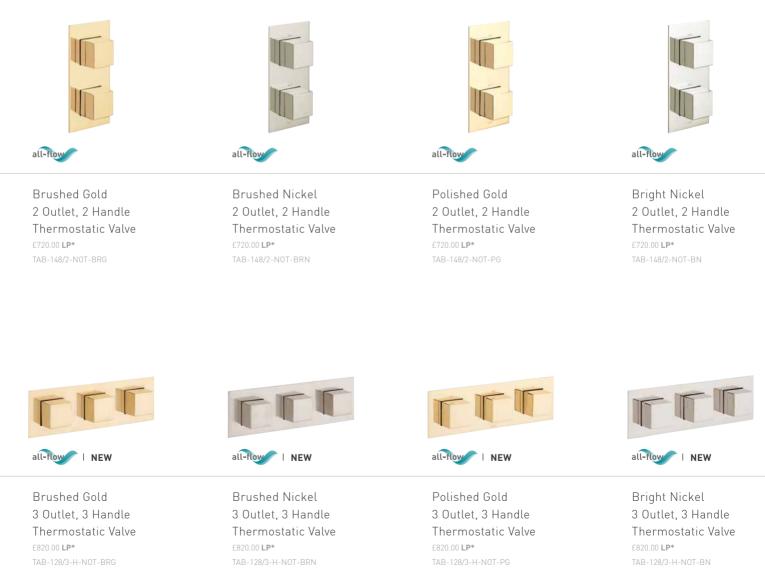
Thermostatic Valve

£820.00 LP\*

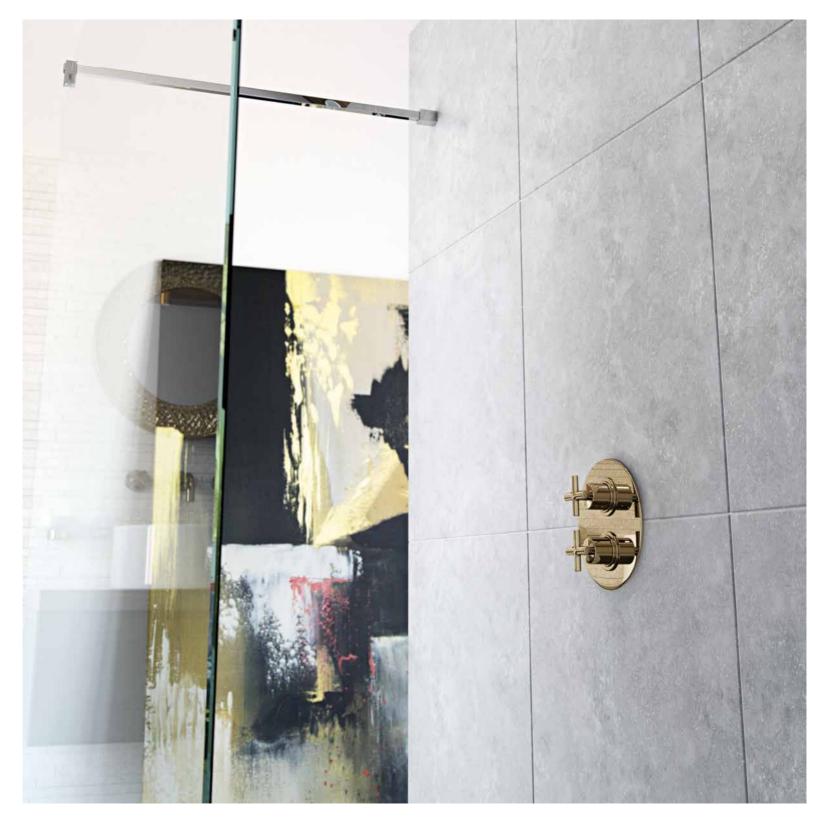


# TABLET NOTION

Featuring exclusive All-Flow technology, Tablet Notion combines eye-catching cubic angles with clean, flat surfaces to effortlessly complement four Individual finishes and create a stylish, modern aesthetic.

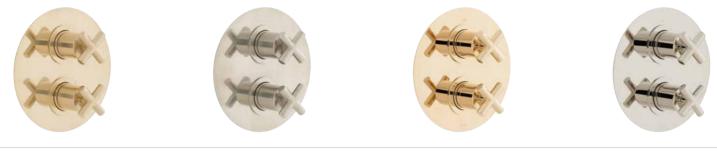


All prices include VAT  $\ \ ^{*}\text{LP}$  for shower, MP for bath



# DX ELEMENTS

The perfect blend of effortless beauty and superior practicality; DX Elements brings together exceptional design and the very best contemporary finishes to form a versatile, high-performance collection.



Brushed Gold 2 Outlet, 2 Handle Thermostatic Valve ¢700.00 LP\* ELE-148D/2-BRG

Brushed Nickel 2 Outlet, 2 Handle Thermostatic Valve ¢700.00 LP\* ELE-148D/2-BRN Polished Gold 2 Outlet, 2 Handle Thermostatic Valve ¢700.00 LP\* ELE-148D/2-PG Bright Nickel 2 Outlet, 2 Handle Thermostatic Valve ¢700.00 LP\* ELE-148D/2-BN



# NOTION MANUAL

A contemporary, cubic collection of concealed single lever shower valves in four exclusive finishes, a stylish solution to maximise the control of your shower.



Brushed Gold Manual Valve £475.00 LP\* NOT-145A-BRG



Brushed Nickel Manual Valve £475.00 LP\* NOT-145A-BRN



Polished Gold Manual Valve £475.00 LP\* NOT-145A-PG



Bright Nickel Manual Valve £475.00 LP\* NOT-145A-BN



Brushed Gold Manual Valve with Diverter £500.00 LP\* NOT-147A-BRG



Brushed Nickel Manual Valve with Diverter £500.00 LP\* NOT-147A-BRN



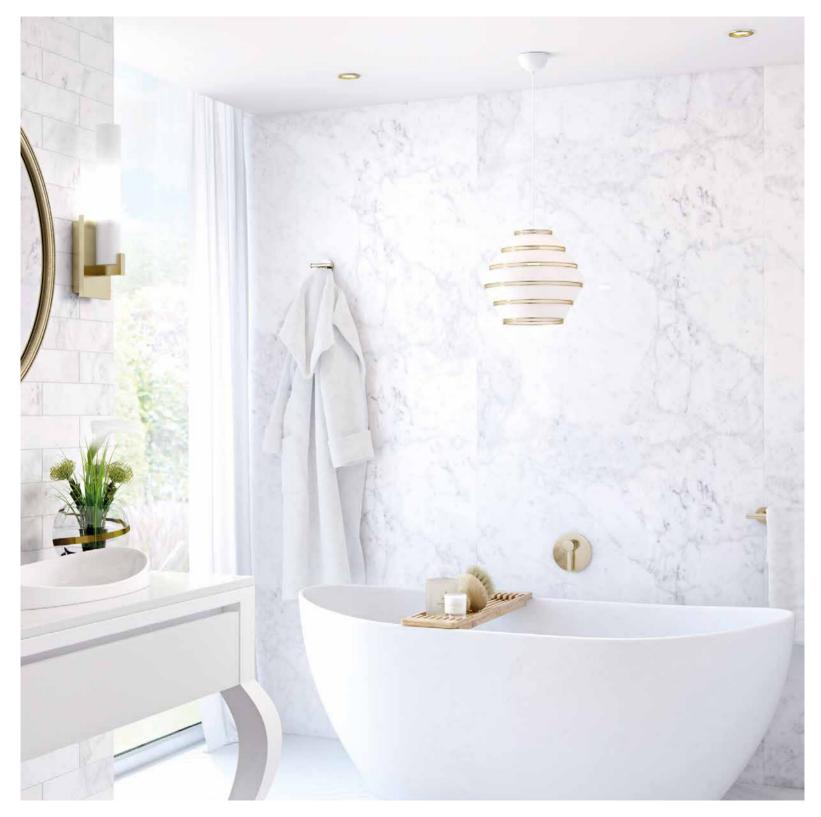
with Diverter

£500.00 **LP\*** 



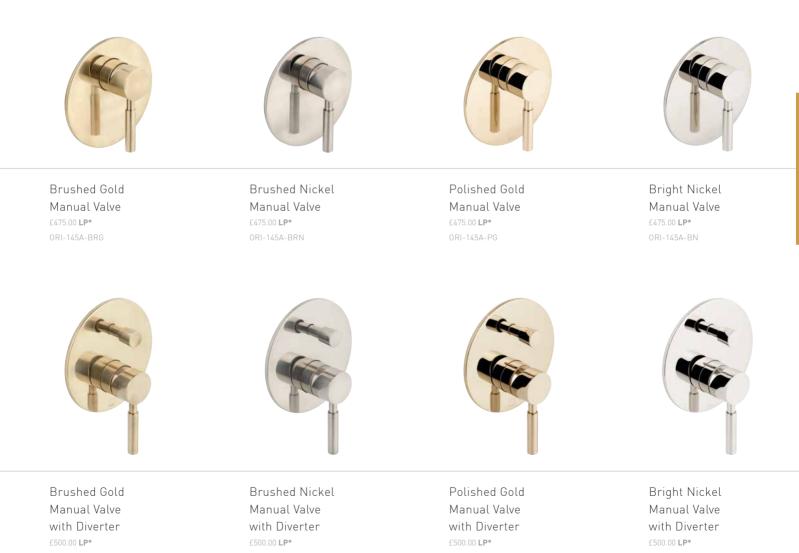
Bright Nickel Manual Valve with Diverter £500.00 LP\* NOT-147A-BN

All prices include VAT  $\ \ ^{*}\text{LP}$  for shower, MP for bath



# ORIGINS MANUAL

A stylish collection of concealed single lever manual valves, blending subtle contours with an elegant, rounded form to accentuate Origins' unique Individual finishes and complete a timeless appearance.



All prices include VAT \*LP for shower, MP for bath

# MINI KITS

A collection of design-led single function handsets with brackets and hoses presented in four exclusive finishes for a compact and stylish showering solution.



Brushed Gold Instinct Single Function Mini Kit £335.00 MP INS-SFMKWO-BRG

Brushed Nickel Instinct Single Function Mini Kit 6335.00 MP INS-SEMKWO-BRN











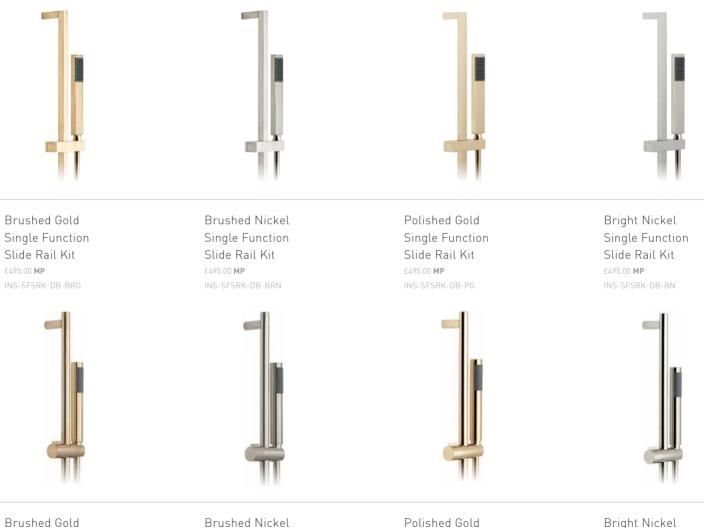
Brushed Gold Zoo Single Function Mini Kit £210.00 LP ZOO-SFMKWO-BRG Brushed Nickel Zoo Single Function Mini Kit £210.00 LP ZOO-SFMKWO-BRN



Bright Nickel Zoo Single Function Mini Kit 210.00 LP ZOO-SEMKWO-BN

# SLIDE RAIL KITS

A popular addition for any modern shower space, Individual's exclusive slide rail kits boast artful elegance and complete flexibility to deliver a personalised showering experience.



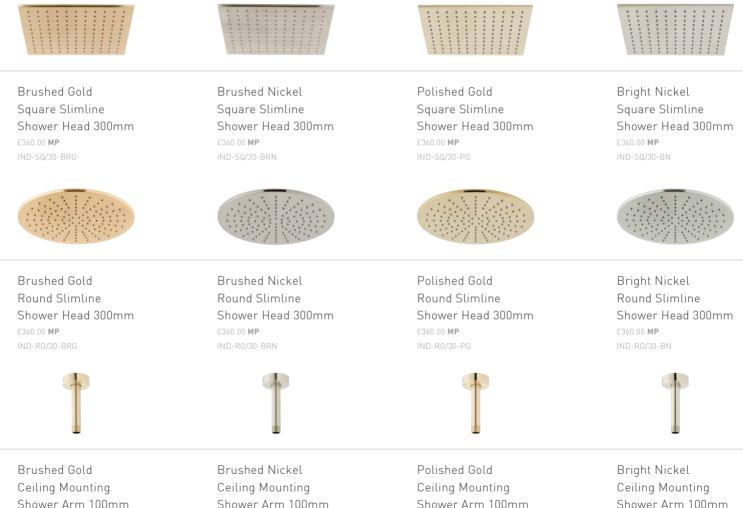
Brushed Gold Single Function Slide Rail Kit £340.00 LP Z00-SESRK-DB-BRG Brushed Nickel Single Function Slide Rail Kit £340.00 LP Z00-SFSRK-DB-BRN Polished Gold Single Function Slide Rail Kit £340.00 LP Z00-SFSRK-DB-PG Bright Nickel Single Function Slide Rail Kit £340.00 LP Z00-SFSRK-DB-BN

All prices include VAT



# HEADS & ARMS

A collection of round and square fixed shower heads in four unique finishes for the ultimate showering experience, perfectly capturing the essence of superior design.



Ceiling Mounting Shower Arm 100mm £70.00 ELE-CMA/4IN-BRG Ceiling Mounting Shower Arm 100mm 670.00 ELE-CMA/4IN-BRN

All prices include VAT

Shower Heads & Arms | 31

# SHOWER ARMS

Featuring calming curves and strong cubic forms, the Individual wall mounted shower arms offer a bold and sophisticated solution for both round and square shower heads.



Brushed Gold Square Easy Fit Shower Arm £130.00 WG-EFSA/SQ-BRG Brushed Nickel Square Easy Fit Shower Arm E130.00 WG-EFSA/SQ-BRN







Brushed Gold Round Easy Fit Shower Arm £130.00 WG-EFSA/RO-BRG Brushed Nickel Round Easy Fit Shower Arm £130.00 WG-EFSA/RO-BRN Polished Gold Round Easy Fit Shower Arm £130.00 WG-EFSA/RO-PG

Bright Nickel Round Easy Fit Shower Arm £130.00 WG-EFSA/RO-BN

32 | Shower Arms

# OUTLETS

A collection of outlets in four contemporary finishes, to suit all shower kits and bathroom interiors.



Brushed Gold Instinct Wall Outlet £150.00 INS-OUTLET-BRG



Brushed Nickel Instinct Wall Outlet £150.00 INS-OUTLET-BRN



Polished Gold Instinct Wall Outlet £150.00 INS-OUTLET-PG



Bright Nickel Instinct Wall Outlet £150.00 INS-OUTLET-BN



Brushed Gold Elements Wall Outlet £110.00 ELE-OUTLET-BRG



Brushed Nickel Elements Wall Outlet £110.00 ELE-OUTLET-BRN

Polished Gold Elements Wall Outlet £110.00 ELE-OUTLET-PG

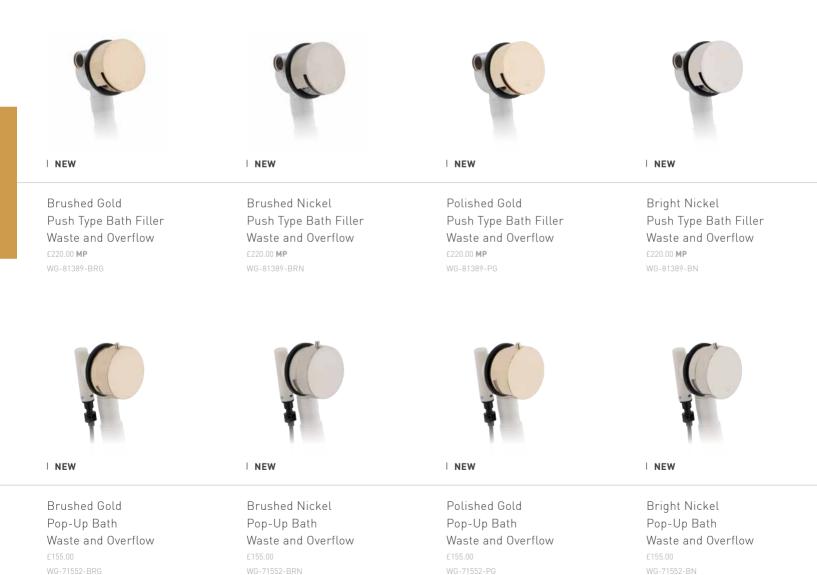


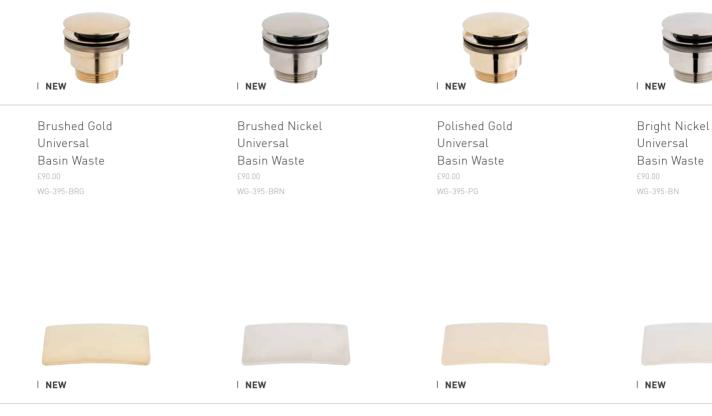
Bright Nickel Elements Wall Outlet £110.00 ELE-OUTLET-BN

All prices include VAT

# WASTES & FITTINGS

Our collection of Individual wastes and fittings are a great way to make a functional plumbing item an integral part of your bathroom design to streamline and refine the finish. Available in a variety of styles making them suitable for contemporary or traditional bathrooms.





Brushed Gold Square Top (Universal Basin Waste) £30.00 WG-395-CAP/SQ-BRG Brushed Nickel Square Top (Universal Basin Waste) £30.00 WG-395-CAP/SQ-BRN Polished Gold Square Top (Universal Basin Waste) £30.00 WG-395-CAP/SQ-PG Bright Nickel Square Top (Universal Basin Waste) 630.00 W6-395-CAP/SQ-BN



Brushed Gold Round Bottle Trap 1.1/4" x 1.1/4" £150.00 PEX-461/UK-1.1/4-BRG Brushed Nickel Round Bottle Trap 1.1/4" x 1.1/4" £150.00 PEX-461/UK-1.1/4-BRN

Polished Gold Round Bottle Trap 1.1/4" x 1.1/4" £150.00 PEX-461/UK-1.1/4-PG Bright Nickel Round Bottle Trap 1.1/4" x 1.1/4" £150.00 PEX-461/UK-1.1/4-BN

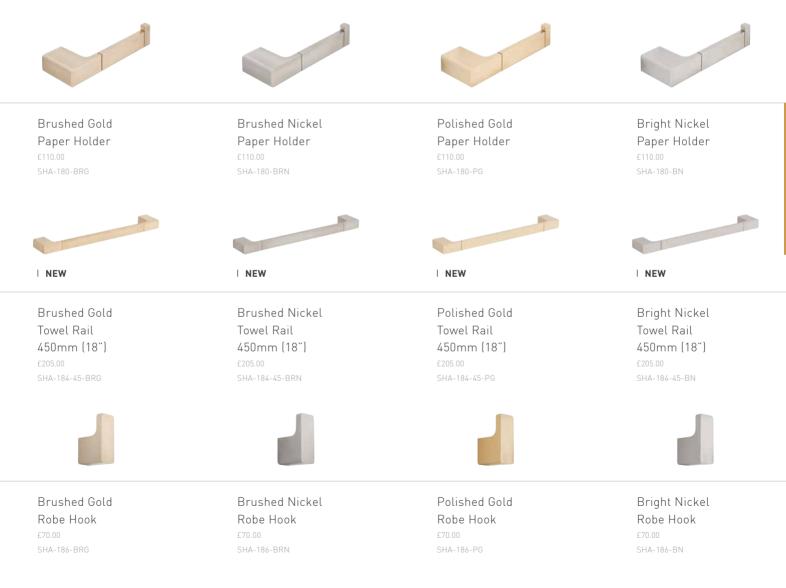
Wastes & Fittings | **35** 

All prices include VAT

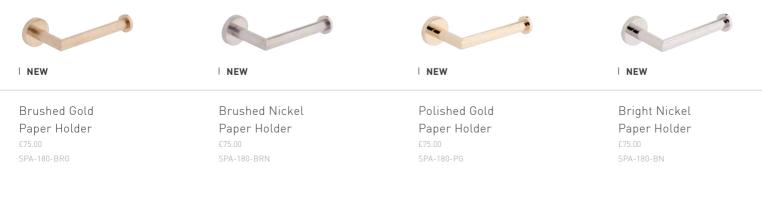


## SHAMA

Shama is the ideal accessory collection for those looking to combine a distinctive finish with refined luxury.

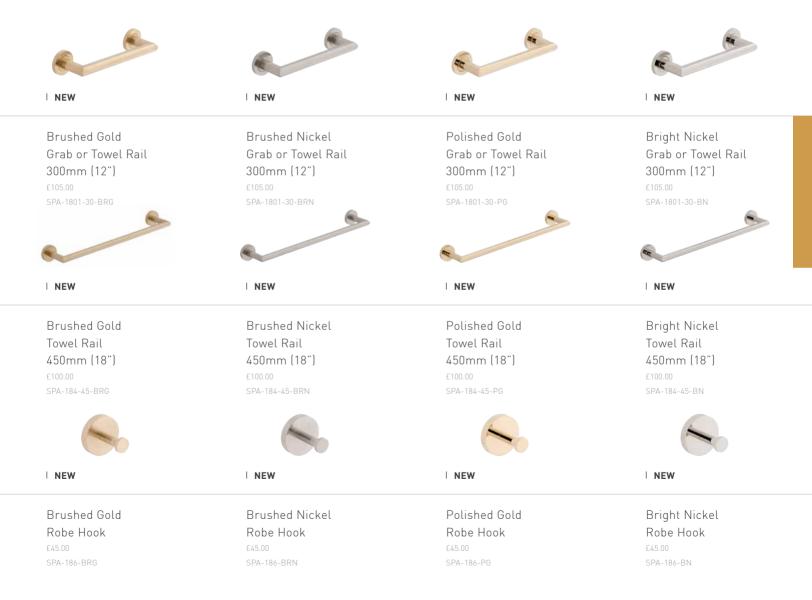






## SPA

Engineered to withstand the demands of daily hotel use, Spa is the perfect choice to add a touch of hotel luxury to your home.



### GUARANTEE

All VADO products come with a 2 year guarantee as standard. Within this guarantee period VADO will provide replacement parts and any labour [SEE NOTE 1] needed to complete the product repair. This standard guarantee may be extended by registering your product to give up to a 12 year guarantee period. Once registered:

VADO chromed brassware and stainless steel products have a 12 year guarantee (2 years parts and labour plus 10 years parts only).

VADO digital and i-tech products have a 6 year guarantee (2 year parts and labour plus 4 years parts only).

All other VADO products (including Individual finishes) have a 3 year guarantee (2 years parts and labour plus 1 year parts only) [SEE NOTE 2].

VADO electric showers have a 2 years parts and labour guarantee.

#### **GUARANTEE CONDITIONS**

Our products are guaranteed against manufacturing defects from the date of purchase until the expiry of the relevant guarantee period shown above.

The guarantee is only valid if:

- The product has been installed, used and maintained (maintenance guidelines can be viewed here) in accordance with VADO's instructions and subjected to normal use only.
- 2. The defect is not due to use of an unsuitable or inadequate water or power supply.
- The defect is not due to accident, misuse, neglect or incorrect/inappropriate repair (other than by VADO or VADO authorised agents) or damage caused by foreign objects or substances.

### **TERMS & CONDITIONS**

4. The extended guarantee is only available if you have completed the Guarantee Registration Process. This can be done via the VADO website or via phone to our aftersales team. Registration must be completed within 6 months from date of purchase.

Under the extended guarantee period VADO will, at its option, offer to supply any replacement product (or component part) assessed to be defective [SEE NOTE 3].

The guarantee (whether standard or extended) is non-transferable to any subsequent owner.

All claims under the guarantee should be notified in the first instance to our Aftersales department, contact details below, this must be done no later than the last day of the relevant guarantee period. All claims must be accompanied by proof of purchase (sales receipt or delivery note) from an official VADO dealer.

The guarantee does not extend to any consequential loss or damage.

After repair or replacement, the relevant guarantee period will be calculated from the original date of purchase.

VADO operates a policy of continuous product development and therefore reserves the right to change the product, packaging and documentation specifications without notice.

#### NOTES:

[1] Labour via our engineer network is only available in the UK. Attendance by a VADO engineer or sub-contract engineer will be under our standard terms and conditions.

[2] VADO spare parts and shower hoses are under a parts only guarantee.

[3] VADO reserves the right to charge in advance for a product (or replacement part) pending collection and investigation (at VADO expense) to confirm a defect is due to a manufacturing issue. If a defect is found the charge will be refunded or cancelled.

This guarantee is in addition to and does not affect your statutory rights as a consumer.

CLAIMS:	GUARANTEE REGISTRATION:
Tel: 01934 745163 Email: aftersales@vado.com	<b>Tel:</b> 01934 315699 <b>Email:</b> guarantee@vado.com

#### DEFINITIONS

In these conditions 'the Company' shall mean VADO, a division of Norcros (Holdings) Limited, 'the purchaser' shall mean the person, firm or company to whom any quotation is addressed or with whom any contract is made and 'the goods' shall mean the goods and/or services agreed to be sold by the Company to the purchaser.

#### 1. QUOTATION AND ACCEPTANCE

- (a) All quotations are given and all orders are accepted on these terms which shall apply to the exclusion of and shall override any other terms stipulated or referred to by the purchaser whether in its order or any other document, or in any negotiations or communication or course of dealing established between the Company and the purchaser;
- (b) No modification or amendment of these terms or addition thereto shall be effective unless made in writing and signed by a director of the Company.

#### 2. DESCRIPTION OF AND STATEMENTS AS TO GOODS

- (a) Save where the goods are stated to be sold as complying with a recognised trade or industry standard, all descriptions, specifications, drawings and particulars of weights and dimensions submitted by the Company or otherwise contained in the Company's catalogues, brochures, price lists, quotations and publicity materials are approximate only and the Company shall not be liable for their accuracy unless they are expressly incorporated into the contract in writing;
- (b) These terms represent the entire agreement between the Company and the purchaser relating to the goods and such terms supersede and the purchaser shall not place any reliance upon any statements, recommendations and advice whether oral or in writing given (whether before or after the acceptance by the Company of the purchaser's order) by the Company, its servants or agents as to any matter relating to the goods save where such statement, recommendations or advice is given in writing and signed by a director of the Company in response to a specific written request from the purchaser before or at the time of the Company's acceptance of the order.

#### 3. PRICES

Prices quoted by the Company are those in effect at the date of quotation. Unless otherwise agreed in writing, the Company reserves the right to increase prices when it

- accepts the purchaser's order so as to reflect one or more of the following:
- (a) any variation that may have occurred in the costs of labour, materials, suppliers overheads and transport;
- (b) any change in duty, tax, surcharge or levy of any kind whatsoever affecting the sale price of the goods;
- (c) any cost to the Company resulting from delay by the purchaser in giving to the Company information sufficient to enable it to supply the goods or provide the services or resulting from any alteration made at the request of the purchaser in the specification of the goods or in the place to which they are to be delivered or shipped;
- (d) any extra cost to the Company resulting from the goods being carried at the request of the purchaser by mode of transport more expensive than the Company's normal form of transport.

#### PAYMENT

- (a) Unless otherwise agreed in writing, the price for the goods will be due and payable on the last business day of the month following delivery;
- (b) The Company shall be entitled to charge interest on any part of the price which is not paid in accordance with clause (a) at the rate per annum of 3% above the Base Rate of Lloyds Banking Group from time to time;
- (c) Time of payment is of the essence and if the purchaser defaults in punctual payment of the price the Company shall be entitled to terminate the contract and recover the goods at the purchaser's expense without prejudice to any further rights which the Company may have;
- (d) Any default in payment of an invoice or an instalment payment on an invoice on the due date shall render the entire balance outstanding on all invoices from the Company to the purchaser immediately payable in full without demand being made notwithstanding any contrary provisions as to terms of payment in any one or all invoices;
- (e) If the purchaser fails to give all instructions reasonably required by the Company and all necessary document, licences, consents and authorities for forwarding the goods or is unable to accept delivery of the goods at the time when the goods are due and ready for despatch or delivery or shall otherwise cause or request delay, the purchaser shall pay to the Company all costs and expenses, including storage and insurance charges incurred or arising from such delay during which, at the Company's absolute discretion

if its storage facilities permit, the goods will be stored at the purchaser's sole risk. This provision shall be in addition to and not in substitution for any other payment or damages for which the purchaser may be liable in respect of his failure to take delivery at the appropriate date;

- (f) The purchaser shall not be entitled to make any deduction from the price of goods which have been delivered to the purchaser in respect of any set off or counterclaim unless both the validity and the amount thereof have been expressly admitted in writing by the Company and such admission is signed by a director of the Company;
- (g) In the absence of any specific appropriation by the purchaser, the Company shall have the right to appropriate any payment made by the purchaser towards the satisfaction of any invoice outstanding from time to time as the Company shall in its absolute discretion think fit.

#### 5. DELIVERY

- Any time or date stated for delivery is given and intended as an estimate only and the Company shall not be liable for any loss or damage whatsoever resulting from any delay in delivery howsoever arising;
- (b) Unless otherwise stated in writing delivery shall be deemed to take place upon the occurrence of the first in time of the following, namely:
- i. the physical delivery of the goods to the purchaser at the Company's works;
- the physical delivery of the goods to the purchaser's carrier or agent for the purpose of iii. transmission to the purchaser or his nominee;
- the physical delivery of the goods to the purchaser's place of business or such other place as he may direct by the Company, its carrier or agent, the purchaser being responsible for unloading;
- Signature of the Company's delivery note by any employee, representative or agent of the purchaser shall be conclusive proof of delivery;
- (d) Where the contract provides for delivery by the Company, its carrier or agent:
- any claims for non-delivery must be made in writing to the Company within three days of receipt of invoice or advice note whichever is the earlier;
- any claims in respect of goods damaged in transit or shortages in delivery must be made in writing to the Company within three days of delivery; shortages in delivery shall not give rise to a right to reject the goods delivered;
- The Company shall be entitled to make partial deliveries or deliveries by instalments and all the provisions of these terms shall apply to such deliveries;

#### 6. PROPERTY AND RISK

- Risk in the goods shall pass to the purchaser at the time at which delivery takes place in accordance with clause 5 above and the purchaser shall be solely responsible for insuring the goods thereafter;
- (b) The Company shall retain ownership of and title in the goods delivered until full payment has been made in respect of all such goods. Until such time the goods shall be:
- i. stored separately from other goods in the possession of the purchaser;
- ii. marked or otherwise rendered identifiable as being the property of the Company;
- iii. held by the purchaser as bailee of the Company;
- iv. held by the purchaser free from any charge, lien or other encumbrance;
- (c) Provided the Company has not requested their return and notwithstanding that payment in full has not been made for all of the goods delivered, the purchaser as principal and not as agent for the Company shall be entitled to use the goods or offer for sale and sell them in the ordinary course of his business;
- (d) Where the purchaser sells the goods prior to paying for them in full:
- i. the Company shall be legally and beneficially entitled to the proceeds of sale;
- the purchaser shall hold the proceeds of sale on trust for the Company and shall not mingle them with other monies and shall not pay them into an overdrawn bank account;
- iii. he shall deposit the proceeds of sale in a separate bank account, the location and number of which he has previously notified to the Company, and he shall not be entitled to use or deal with the proceeds of sale until payment in full for the goods has been made to the Company;
- (e) The Company shall have the right at any time by its servants or agents to enter the purchaser's premises where the goods are stored, or are thought the Company to be stored, so as to:
- retake possession of the goods when the Company has requested their return and the purchaser has not immediately complied with the request, such retaking or return to be without prejudice to any other rights the Company may have arising therefrom;
- ii. inspect the storage of the Company's goods which have not been paid for in full;
- iii. investigate and ascertain whether all these terms are being complied with;

#### 7. GUARANTEE AND LIABILITY

- (a) The Company guarantees all goods which have been manufactured by the Company against any defect of work or materials which can be proved to the Company's satisfaction to have been caused before delivery provided that;
- i. the goods are used for their normal purpose,
- ii. full details of any such defect are notified to the Company within thirty days of its first
- appearance and the goods in which the defect arises are returned at the purchaser's
  expense to the Company;

The guaratee shall be for a period of twelve years from the date of delivery for all product except pumps which are 3 years for Monsoon and 1 year for Showermate and products with any other finish that is not chrome, such as gold, which are guaranteed for 3 years. The liability of the Company shall be limited at its option either to supply replacement goods, which will be supplied subject to these terms, or refunding of the goods;

(c) The Company gives no guarantee in respect of goods not manufactured by it but shall use all reasonable endeavours to procure for the purchaser or assign to the purchaser the benefit of any quarantee obtained by it from the manufacturer or supplier thereof; however the Company shall not be required to commence litigation against such manufacturer or supplier or to incur any expense in connection with any such claim by the purchaser;

- (d) The above guarantee is given in lieu of and to the exclusion of all other warranties, conditions, representations and undertakings express or implied by statute or otherwise in respect of the quality or fitness for purpose of the goods or as to their condition or performance or as to any other matter except where such warranty or condition is implied by statute and by reason of a statutory provision, cannot be excluded;
- (e) Save as provided herein and save in any case where death or personal injury has been caused by the Company's negligence or any case where the Company is light for a defect in the goods pursuant to Part 1 of the Consumer Protection Act 1987 or any statutory replacement thereof, the Company shall be under no liability whatsoever to the purchaser for any loss or damage whether direct, indirect or consequential arising out of any defect in, failure of or unsuitability for any purpose of the goods or any part thereof whether the same be due to any act, omission, breach of contract, negligence or wilful default in design, workmanship or materials or any other cause.

### 8. INDEMNITY AS TO INDUSTRIAL PROPERTY RIGHTS

- (a) The purchaser shall indemnify the Company against all loss, damages, costs and expenses suffered or incurred by the Company or to which the Company may become liable as a result of any work carried out in accordance with the purchaser's specification(s) which involves infringement or alleged infringement of a patent, registered design or other industrial property right;
- (b) If the purchaser uses or sells the goods in such a manner as to infringe any such rights the company shall not be responsible for such infringement and the purchaser agrees to indemnify the Company from and against all liability arising therefrom.

#### 9. TERMINATION

The Company shall have the right forthwith to cancel the purchaser's order if any of the following events occur and subject to enforcement of the Company's rights to recover the goods and to receive payment of the price or damages, the contract shall be deemed to have terminated:

- (a) the purchaser commits any breach of its obligations to the Company;
- (b) any distress or execution is levied upon any property of the purchaser;
- the purchaser makes or offers to make any arrangement or composition with creditors or commits any act of bankruptcy or insolvency;
- (d) any resolution is passed or petition presented to wind up the purchaser;
- (e) a receiver or administrator is appointed or any chargee takes possession of all or any part of the undertaking or assets of the purchaser;
- (f) the purchaser stops payment or ceases or threatens to cease to carry on its business or to pay its debts as and when they fall due;
- (g) any remittance for payment of the whole or any part of the purchase price of the goods is dishonoured by the purchaser's bankers.

#### 10. ASSIGNMENT

The purchaser shall not assign or transfer or purport to assign or transfer any contract to which these terms apply to any other person without the Company's prior written consent. The Company reserves the right to subcontract the performance of the contract or any part of it.

#### 11. FORCE MAJEURE

If the Company is prevented or delayed (directly or indirectly) from making delivery of the goods or any part thereof or from otherwise performing the contract or any part thereof by reason of war, embargo, riot, strike, lock-out, trade dispute, fire, breakdown of plant or machinery, inclement weather, interruption of transport, Government action, delay in delivery to the Company of any goods or materials, or by any cause whatsoever (whether or not of a like nature to the aforegoing) outside its control, it shall be under no liability whatsoever to the purchaser and shall be entitled at its option either to cancel the contract or without any liability to extend the time or times for delivery by a period equivalent to that during which such delivery has been prevented.

#### 12. PROPER LAW

The contract and these terms shall be government by English law and the purchaser shall submit to the sole jurisdiction of the English Courts.

### INDIVIDUAL

**APRIL 2018** 

WWW.VADO.COM



VADO Wedmore Road Cheddar Somerset England BS273EB tel 01934744466 fax 01934744345 www.vado.com sales@vado.com

due to our policy of continual improvement, VAD0 reserve the right to change product specification. the colours indicated are an approximation of the actual finishes on VAD0 products. e&oe. ©2018 VAD0 LIT-VAD0/IND-APR18





