



Scorpion Vision - Website Terms and Conditions

1. When these terms apply

Your use of Scorpion Vision Limited's ("**we**", "**us**", "**our**") website (www.scorpionvision.co.uk), and any purchase made through our website, is subject to these terms and conditions. Please read them carefully before you register for an account with us or place an order.

These terms and conditions do not apply to purchases made from us by other methods. For example, if you make a purchase from us based on a written fee quote, specification or tender document then the terms of the contract between you and us will be governed by our standard Terms of Sale which are accessible from [here](#). We recommend you print out a copy of these terms and conditions for your future reference and check back from time to time to check for any updates.

2. Data protection

For information on how we collect and process your personal information, please read our Privacy Notice which is accessible from [here](#).

3. Website services

Services provided to you through our website (such as account registration and our online store) are subject to these terms and conditions. We may vary or discontinue any services we provide via our website from time to time without prior notice to you.

Certain services may have their own additional special terms and conditions. These will be made clear to you before you use those services and your acceptance of the same will be required to use those services.

4. Business use only

Our website is for use in the course of business only. You must not visit our website, create an account or submit an order if you are acting in non-business capacity (for example if you are a consumer). If we know or suspect you to be a consumer then we reserve the right to close your account without notice and cancel any orders you may have made.

5. Description of goods

Any advice, recommendation or representations we or our employees or representatives give about the goods we sell shall have no effect unless expressly agreed in writing to form part of the contract between us. Save in the case of fraudulent misrepresentation, we shall not be liable for any such advice or recommendation which is not confirmed in this way.

6. Price

Product prices are set out on the respective product pages. Prices given are exclusive of VAT.

You may be required to pay extra for delivery. Delivery charges are set out on our website and will be notified to you before you place your order.

We try to ensure that all the prices shown on this website are accurate. However, occasionally products are mispriced. Where a product's correct price is lower than the stated price which was charged to you, we will issue a refund for the difference and despatch the order. Where a product's correct price is higher than the stated price we will inform you of the correct price and give you the opportunity to proceed with the order at the correct price or cancel the order.

7. Payment

Payment can be made by the following methods: debit/credit card and PayPal.

We will debit the payment from your chosen method of payment at the time we receive your order, and have checked your account details.

No payment shall be deemed received until we have received cleared funds. In the event that we dispatch goods to you before receiving payment, title in those goods shall be retained by us until we receive full payment in cleared funds from you.

8. Acknowledgement of Order

Following completion of your order, we will send to you an email acknowledging your order. Please note that this email is not a confirmation or acceptance of your order.

Your order is accepted and the contract concluded when the product ordered is dispatched to you.

9. Delivery of goods

Risk in the goods you purchase from us will pass to you on delivery.

We will endeavour to deliver your goods in accordance with our estimated delivery times but time shall not be of the essence for delivery except by our prior written agreement.

You will become the owner of the goods you have ordered once they have been delivered to you or when you have paid us, if later.

International delivery

Where we supply goods for export from the United Kingdom:

International deliveries may be subject to export or import duties, taxes and/or customs charges. You will be required to pay any such charges as well as the shipping charges that apply to shipment to your destination; and

You assume full responsibility for complying with any importation regulations.

10. Cancellation by us

We reserve the right not to proceed with an order if:

we have insufficient stock to deliver the goods you have ordered;

we do not deliver to your location;

you are believed to be acting other than in the course of business (e.g. as a consumer); or

we have made a manifest error in the information we have provided (e.g. resulting from a website pricing or listing error).

If we do reject your order or cancel your contract then we will notify you of this fact by email and will refund your monies paid as soon as practicable and in any case within 30 days of the date of cancellation. This shall be your sole remedy for the cancellation.

11. Returns

Items may be returned to us strictly in accordance with our return policy, accessible [here](#). If you have any questions about our return policy then please contact us before placing your order.

12. Registration

In consideration for you using our website and benefiting from our services, you agree to provide true, accurate, current and complete information about yourself where required in the registration form and to ensure that this information is kept accurate, complete and up to date.



You must keep all login credentials and passwords strictly confidential. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at sales@scorpion.vision

13. How you may use material on our site

We are the owner or the licensee of all intellectual property rights in our site (including the Scorpion Vision™ registered trademark which is owned by and licensed to us by Tordivel AS) and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

The content on our site is provided for general information only. It is not intended to be advice which you should rely upon. We would, however, be pleased to provide specialist advice by prior arrangement and you can contact us to discuss our consultancy services.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

14. Uploading content to our site

You are responsible for anything which you transmit or receive to, from or via our website.

You are not permitted to use our website or any of our services for any reason or purpose which is unlawful, defamatory, harmful or objectionable and, in particular, you are not permitted to transmit anything which, in our opinion, harms our business or offends other users.

You are not permitted to do anything which may disrupt in any way the operation of our website and services, nor are you permitted to do anything which would disrupt the use and enjoyment of our website and our services by any other user.

Any content you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us a limited licence to use, store and copy that content and to distribute and make it available to third parties.

You are solely responsible for securing and backing up your content.

External Links

We may provide or third parties may provide links to other websites or resources on our website. These are provided purely as a matter of convenience and we do not endorse the content of those websites. We are not responsible for the availability of those websites, nor will we be liable in any way for any loss or damage which you may suffer by using them. If you decide to access linked third party websites you do so at your own risk.

15. Indemnity

You agree to indemnify us and hold us harmless from and against any claims, actions or demands (including any legal fees incurred in connection therewith) resulting from your misuses of our website or your breach of these terms and conditions. We will notify you promptly of any such claim, action or demand and will assist you as may be reasonably necessary providing you meet our costs and expenses (including our legal fees).

Should you upload content to our site or provide a specification to us, for example where goods are to be manufactured or any process is to be applied to the goods by us in accordance with a



specification submitted by you, you shall indemnify us against all loss, damages, costs and expenses awarded against or incurred by us in connection with or paid or agreed to be paid by us in settlement of any claim of infringement of any patent, copyright, registered design, design right, trade mark or other industrial or intellectual property rights of any other person which results from our use of your specification.

16. Warranty and Limitation of Liability

Liability for sale of goods

We warrant that the goods we sell to you will match the description on our website and shall be free from defects in materials and workmanship for a period of one year from the date of delivery.

Nothing in these terms and conditions excludes or limits our liability for:

death or personal injury caused by our negligence;

for fraud or fraudulent misrepresentation; or

for any matter which it would be illegal for us to exclude or attempt to exclude its liability.

Subject to the previous paragraph:

to the fullest extent permitted by law, we exclude from the terms of the contract between us for the sale of goods all warranties, conditions and other terms implied by statute or common law (save for the condition implied by section 12 of the Sale of Goods Act 1979);

our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the contract between us shall be limited to the price paid to us for the goods; and

we shall have no liability to you for loss of profit, loss of business, depletion of goodwill (in each case whether direct, indirect or consequential and whether or not foreseeable) or any indirect or consequential loss or damage, costs, expenses or any other claims for consequential compensation whatsoever which arise out of or in connection with the contract between us.

Liability for use of our website

Save as set out above, we exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.

We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

use of, or inability to use, our site; or

use of or reliance on any content displayed on our site.

In particular, we will not be liable for:

loss of profits, sales, business, or revenue;

business interruption;

loss of anticipated savings;

loss of business opportunity, goodwill or reputation; or

any indirect or consequential loss or damage.

17. Events beyond our control

We shall have no liability to you for any delay or failure of us to perform our obligations arising out of circumstances beyond our reasonable control including but not limited to an act of God, legislation, war, fire, drought, epidemic, pandemic, failure of power supply, lock-out, strike or other action taken by employees or representatives in contemplation or furtherance of a trade dispute or owing to any inability to procure materials required for our performance of the contract.

We will notify you of any such circumstances beyond our control and if such circumstance prevails for more than 3 months then either party shall have the option by giving notice in writing to the other to bring the contract to an end.

18. Suspension and Termination

We may in our sole discretion suspend and/or terminate registration or use of our website or our services at any time and we shall not be liable to you or any third party for any loss or damages suffered on account of such suspension and or termination. Typically, we would only do this where you have not used our services for some time or if we believe that you have acted inconsistently with those terms and conditions.

19. Notices

Unless otherwise stated in these terms and conditions, all notices from you to us in regard to these terms and conditions must be in writing and sent to our contract address at Scorpion Vision Ltd, 118 Gore Road, New Milton, Hampshire BH25 6SJ, UK.

All such communications (in the absence of proof of earlier receipt) shall be deemed to be received:

if sent by post, 2 days (excluding Saturdays, Sundays and bank holidays in England) after posting (exclusive of the date of posting);

if delivered by hand, on the day of delivery; and

if sent by fax, on a working day prior to 4pm, at the time of transmission and otherwise on the next working day.

This section 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.

20. General

No failure or delay by us to exercise any right or remedy provided under these terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

If any provision or part-provision of these terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

No Contract between us is assignable by you without our written consent.

Nothing in these terms is intended to, or shall be deemed to, establish any partnership or joint venture between us, constitute either of us the agent of the other, or authorise either of us to make or enter into any commitments for or on behalf of the other.

These terms and conditions, our acknowledgement of order, and all relevant documents referred to therein, constitute the entire agreement between us and supersede and extinguish all previous



agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to their subject matter.

You and we agree that we do not intend that any provisions of these terms and conditions will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to them.

21. Compliance with laws

As a condition of sale, you agree to comply with all applicable laws, statutes, regulations and codes, including without limitation the Bribery Act 2010 and the Modern Slavery Act 2015.

22. Governing law and jurisdiction

The interpretation and application of every Contract shall be in accordance with the law of England and Wales and the parties irrevocably agree 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 this agreement or its subject matter or formation.

23. Contact

The Scorpionvision.co.uk website is operated by:

Scorpion Vision Limited
118 Gore Road
New Milton
Hampshire BH25 6SJ

Registered Company Number 5691629
(Incorporated in England)

VAT Number 879 1618 76

If you have any questions regarding the scorpionvision.co.uk website please contact us on +44 (0)1590 679333, email us at support@scorpion.vision or write to us at Customer Services, Scorpion Vision Limited, 118 Gore Road, New Milton, Hampshire, BH25 6SJ