

Leicester Precision Components Ltd

Terms and Conditions

These conditions are the terms and conditions of sale pursuant to which we, Leicester Precision Components Ltd, will sell and/or supply goods and/or services to you and variation is not binding unless agreed in writing by one of our Directors. Your placing of any order with us shall constitute acceptance of these terms.

1. Interpretation

In these conditions: 'GOODS' means the goods (including any instalment of the goods or any parts of them) which we are to supply in accordance with these Conditions; 'CONTRACT' means the contract for the sale of the Goods and 'PRICE' means the price of the Goods as set out in clause 3.3; headings are for convenience only and shall not affect their interpretation.

2. Basis of the sale.

2.1 We shall sell and you shall purchase the Goods in accordance with our written estimate which is accepted by you or any order by you which is accepted by us, subject in either case to these Conditions. Unless prices are included in a written quotation all orders will be executed subject to prices ruling at the date of despatch.

2.2 Any typographical, clerical or other errors or omissions in any of our sales literature, estimates, price lists, acceptance of offer, invoices or other document or information shall be subject to correction without any liability on our part.

3. Orders and specifications

3.1 No order submitted by you shall be deemed to be accepted by us unless and until confirmed in writing by our authorised representative.

3.2 You shall be bound by the actions and signatures of any person within your organisations who deals with us unless you advise us otherwise in writing.

3.3 You shall be responsible for ensuring the accuracy of the terms of any agreed estimate or order (including any applicable specification) and for giving us any necessary information relating to the Goods within a sufficient time to enable us to perform the Contract in accordance with its terms.

3.4 The price, quantity, quality and description of and any specification for the Goods shall be those set out in our estimate (if accepted by you) or your order (if accepted by us), subject, in the case of the Price, to variation of pursuant to clause 6.

3.5 You warrant that the intellectual property or any other rights of a third party will not be infringed by us in connection with any specification, design or reproduction material submitted by you and you shall indemnify us against all loss, damages, costs and expenses suffered or incurred by us in connection with any claim whatsoever including without limitation for infringement of any intellectual property rights of any other person which results from our use of your specification, design or reproduction material.

3.6 We reserve the right to make any changes in any specification or design, which are required to conform with any venue requirements or any applicable or statutory EC requirements.

3.7 No estimate or order which has been agreed by us may be cancelled by you except with our agreement in writing and on terms that you shall indemnify us in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by us as a result of cancellation.

4. Price

4.1 Estimates are valid for 30 days only or until early acceptance by you, after which time they may be altered by us without giving notice to you.

4.2 We reserve the right to apply changes in charges with notice to you, and in particular may increase the Price to reflect any increase in our cost which is due to any factor beyond our control (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the cost of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications requested by you, or any delay caused by your instructions or your failure to give us adequate information or instructions.

4.3 Unless otherwise specified the Price quoted does not include delivery to you. Where we agree any delivery of the Goods, you shall be liable to pay such additional charge as we may stipulate for transport, packaging and insurance.

5. Terms of Payment

5.1 We shall be entitled to invoice you for the price of the Goods at any time after the Goods are ready for delivery or collection.

5.2 You shall pay the price of the Goods within 30 days of the date of our invoice. The time of payment of the price shall be of the essence of the contract.

5.3 All invoices shall be paid without deduction and are subject to Value Added Tax at the current rate, which you will be additionally liable to pay to us.

5.4 You must notify us within 5 days of receiving a statement in order to request a copy of an invoice, which is listed on the statement and which you believe has not been received by you. Failure by you to provide such notification will be deemed confirmation that all invoices have been received by you.

5.5 We shall be entitled to recover the Price notwithstanding that delivery may not have taken place and the property in the Goods has not passed to you.

5.6 If you fail to make payment on the due date then, without prejudice to any other right or remedy available to us, all amounts payable under the Contract shall become immediately due and payable and we shall be entitled to: cancel the Contract or suspend any further deliveries to you; appropriate any payment made by you for any Goods supplied under any Contract between us as we may think fit (notwithstanding any purported appropriation by you); charge you interest (both before and after any judgement) on the amount unpaid, at the rate of 21/2 percent per month from time to time, until payment in full is made; and hold you liable for the cost of goods in the course of manufacture already for despatch.

5.7 In the event it is necessary for us to take legal proceedings against you to recover the price, without prejudice to any of our other rights and remedies, you will be charged an additional fee equal to our administration costs incurred in seeking payment from you, instructing and liaising with our solicitors or debt recovery agents. You will also be liable for all legal costs and expenses which we suffer or incur in taking proceedings against you.

5.8 You agree that in the event that we commence legal proceedings against you then not withstanding the provisions of Order 4, Rule 2 of the County Court Rules 1981 or any statutory provisions or rules of law, such legal proceedings will be undertaken in the court of our choice and you shall not take any steps whatsoever to transfer the proceedings into the court of the jurisdiction which you reside or into any other court.

6. Delivery

6.1 Delivery of the Goods by you or your agent collecting from our premises at any time after we have notified you that the Goods are ready for collection or, if some other place for delivery is agreed by us, by our delivering the Goods to that place.

6.2 Any dates quoted for delivery are approximate only and we shall not be liable for any delay in delivery or replacement of the goods howsoever caused. Time for delivery shall not be of the essence. The Goods may be delivered by us in advance of the quoted delivery date.

6.3 Where the Goods are delivered in instalments, each delivery shall constitute a separate contract and failure by us to deliver one or more of the instalments in accordance with these Conditions or any claim by you in respect of any or more instalments shall not entitle you to treat the Contract as a whole as repudiated.

6.4 If we fail to deliver the Goods for any reason other than any cause beyond our reasonable control or your fault, our liability shall be limited to the excess (if any) of the cost to you (in the cheapest available market) of similar goods to replace those not delivered or provided over their Price.

6.5 If you fail to take delivery of the Goods or fail to give us adequate delivery instructions at the time stated for delivery then, without prejudice to any other right or remedy, we may store the Goods until actual delivery and charge you for reasonable costs (including insurance) of storage, or sell the goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to or charge you for the excess over, or for any shortfall below, the Price as appropriate.

7. Risk and Property

7.1 Risk of damage to or loss of the goods shall pass to you immediately on delivery to you or into custody on your behalf.

7.2 Notwithstanding delivery and the passing of risks in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to you until we have received in cash or cleared funds payment in full of the price of the Goods and all other Goods agreed to be sold by us to you.

7.3 Until such time as the property in the Goods passes to you, you shall hold the Goods as our fiduciary agent and bailee, shall keep the Goods separate from any of yours and third parties and properly stored, protected and insured and identified as our property, and we shall be entitled at any time to require you to deliver up the Goods to us and if you fail to do so forthwith to enter upon any of your premises or any third party where the Goods are stored and repossess the Goods.

7.4 You shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain our property but if you do so all monies owing by you to us shall (without prejudice to any other right or remedy) forthwith become due and payable.

8. Warranties and Liability

8.1 Subject to the conditions set out below and unless agreed otherwise in writing between us, we warrant that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of one year from delivery.

8.2 We give the above warranty subject to the following conditions:

8.2.1 we shall be under no liability in respect of any defect arising from wear and tear, wilful damage, negligence, abnormal working conditions, Failure to follow our instructions (whether oral or in writing), misuse or alteration or repair of the Goods without our approval;

8.2.2 we shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the goods has not been paid by the due date for payment.

8.3 Subject is expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

8.4 Any claim by you which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by you) be notified to us within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and you do not notify us accordingly, you shall not be entitled to reject the Goods and we shall have no liability for such defect or failure and you shall be bound to pay the price as if the Goods had been delivered in accordance with the contract.

8.5 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to us in accordance with these conditions, we shall be entitled to replace the Goods (or the part in question) free of charge or, at our sole discretion, refund to you the price of the goods (or a proportionate part of the price), but we shall have no further liability to you. Where the defect is in a particular part of the Goods, our sole responsibility shall be to replace the parts and you shall be solely responsible and liable for the labour required to replace the part.

8.6 Except in respect of death or personal injury caused by our negligence, we shall not be liable to you by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by our negligence or that of our employees or agents or otherwise) which arise out of or in connection with supply of the Goods for their use or resale by you, except as expressly provided in these Conditions.

8.7 We shall not be liable to you or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of our obligations in relation to the goods, of the delay or failure was due to any cause beyond our reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond our reasonable control: Act of God, explosion, flood, tempest, fire or accident; war or threat of war, sabotage, insurrection, civil disturbance or requisition; acts, restrictions, regulations, bye laws, prohibitions or measures of any kind on the parts of any governmental, parliamentary or local authority; import or export regulations or embargoes; strikes, lock-outs or other industrial action or trade disputes (whether involving our employees or of a third party); difficulty in obtaining raw materials, labour, fuel, parts of machinery; power failure or breakdown in machinery.

9. Severance

If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in any part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected thereby.

10. Return of Goods

Goods returned may only be returned with our written agreement and on such terms as we may in our discretion decide.

11. Insolvency of buyer

If you make any voluntary arrangements with your creditors or become subject to an administration order (or being an individual or firm) become bankrupt or (being a company) go into liquidation (otherwise than for the purpose of amalgamation or reconstruction), or an encumbrancer takes possession, or a receiver is appointed, of any of your property or assets, or you cease or threaten to cease, to carry on business, or we reasonable apprehend that any of the events mentioned above is about to occur in relation to you then, without prejudice to any other right or remedy available to us, we shall be entitled to cancel the Contract or suspend any further deliveries without any liabilities to you, and if the Goods have been delivered and/or the Services have been performed but not paid for the Price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

12. Export terms

You shall be responsible for complying with any legislation or regulation governing the importation of the Goods into the country of destination and for payment of any duties thereon. We shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.

13. General

13.1 Any notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to the party giving the notice.

13.2 No waiver by us of any breach of the Contract by you shall be considered as a waiver in any subsequent breach of the same of any other provision.

13.3 The laws of England shall govern the Contract and you irrevocably submit to the jurisdiction of the English courts and waive any objections on any grounds.