

## STANDARD TERMS AND CONDITIONS FOR SALE OF GOODS (QUOTATIONS)

THE TERMS AND CONDITIONS BELOW SHALL APPLY TO THE QUOTATION GIVEN OVERLEAF OR ATTACHED AND ANY SUBSEQUENT CONTRACT FOR THE SUPPLY OF ANY ITEMS DETAILED IN THIS QUOTATION. PLEASE READ CAREFULLY.

### 1. Formation of a Contract

**1.1** The quotation given on or attached to these terms and conditions will only remain valid for a period of 30 days.

**1.2** On acceptance of the quotation by placing an order within the specified period in paragraph 1.1 above, you will be bound by these terms and conditions. Each quotation accepted shall constitute an individual legally binding contract between you and us. Such contract is hereinafter referred to in these terms and conditions as "an order".

**1.3** No addition, alteration, substitution or waiver of these terms and conditions will be valid unless expressly accepted in writing by us or a person authorised to sign on our behalf.

**1.4** Nothing in these terms and conditions shall prejudice any condition or warranty expressed or implied, or any legal remedy to which we may be entitled in relation to the goods / and or the work the subject of this quotation.

### 2. Specification

All goods supplied by us shall be in accordance with the quotation given and any further specifications or descriptions agreed or expressly listed or set out on the face of the order.

### 3. Acceptance

**3.1** You will be deemed to have accepted all goods upon their delivery by us to the address specified in the order.

**3.2** We must be informed in writing within 14 days of acceptance of the order of any changes, alterations, reductions or cancellations. We reserve the right to retain any deposits or charge in full for any goods supplied or fabricated where cancellation is not made within the period specified.

### 4. Delivery and Risk

**4.1** Unless otherwise stated, the price quoted includes delivery to the address specified in the order.

**4.2** Whereas we will try to ensure compliance with any delivery times and dates given, such times and dates are an estimate only. We will not be responsible for any loss whatsoever arising from or consequential upon delay in delivery.

**4.3** Risk in the goods shall pass to you upon delivery. However, if quoted ex works then the risk shall pass to you on despatch from our premises/warehouse.

### 5. Title and Payment

**5.1** We warrant that we have good title to the goods and will transfer such title as we have in the goods to you pursuant to paragraph 5.3 below.

**5.2** Unless otherwise stated in the order, payment of the price of the goods comprised in each order shall become due 30 days after delivery.

**5.3** We will charge daily interest on late payment of the amounts due, at a rate of 4% per annum above the then base lending rate at Bank of England from the date the payment was due until actual date of payment.

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**5.4** Title to the goods comprised in the order shall not pass to you until you have paid the full price, although we reserve the right to sue for the price once payment becomes due notwithstanding that title may not have passed.

### **6. Price**

**6.1** If the rate of value added tax (VAT) increases between the date of your order and the date of delivery we will add the necessary additional amount of value added tax to the price of the goods.

**6.2** If the price of the goods increases for any other reason between the date of your order and the date of delivery we will notify you of this and give you the choice of accepting the price increase or cancelling the order in which case any deposit paid by you will be refunded in full.

### **7. Damage in Transit**

We will replace free of charge any goods proved to our satisfaction to have been damaged in transit provided that such damage is notified to us or the carriers in writing within 7 days of delivery.

### **8. Force Majeure**

**8.1** We shall not be liable for delay or failure to perform any of our obligations under this order if the delay or failure is caused by any circumstances beyond our reasonable control.

**8.2** For the purposes of this condition, "force majeure" shall include, but not be limited to acts of God, war, terrorism, civil disorder, industrial dispute, fire or explosions.

**8.3** Upon the happening of a "force majeure" event we shall be entitled to a reasonable extension of time for the performance of our obligations.

### **9. Guarantees**

We do not provide additional guarantees.

### **10. Exclusions**

**10.1** We shall not be liable for any loss, damage or injury however caused or arising from any defect in, failure in or unsuitability for any purpose of the goods in excess of 3% of the price paid up to a maximum of £10,000.

**10.2** We shall not under any circumstances be liable for any indirect or consequential loss howsoever caused whether by negligence, breach of contract, misrepresentation or otherwise.

**10.3** We shall not be liable or investigate any claim for loss unless you have given us written notice within 21 days of its occurrence and given us every facility to investigate such occurrence.

**10.4** Nothing in these Conditions of Sale will exclude or limit the Company's liability for death or personal injury caused by its negligence.

### **11. Complaints**

We aim to provide a high level of service. If you do have an enquiry or complaint regarding the goods provided by us please address them to L&H Components Ltd, 3 Huntsland, Wootton Bassett, Wiltshire SN4 8QB.

### **12. Jurisdiction**

If any part of these terms and conditions are found to be unlawful it shall not affect the validity or enforceability of the remaining clauses. These terms and conditions shall be construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English courts.