

Laser Expertise Ltd

Nottingham NG7 2TR

www.laserexp.co.uk

TERMS AND CONDITIONS OF SALE

1. Definitions and interpretation

1.1 In these Conditions:-

“Buyer” means the person who accepts an LE quotation for the sale of Goods or whose order for Goods is accepted by LE;

“Conditions” means the conditions set out in this document and (unless the context otherwise requires) includes any special conditions agreed in writing between Buyer and LE;

“Contract” means the contract for the purchase and sale of Goods;

“Goods” means goods (including any instalment of the goods), laser cutting services and related consultancy or other services which LE is to supply in accordance with these Conditions;

“LE” means Laser Expertise Limited (registered in England under no. 1788647).

2. The sale

2.1 LE sells and Buyer purchases Goods in accordance with any written quotation of LE accepted by Buyer, or any order of Buyer accepted by LE, subject in both cases to these Conditions, which shall govern the Contract to the exclusion of any other terms.

2.2 No variation to these Conditions shall be binding unless approved in writing by a manager of LE.

2.5 Any error or omission in any sales literature, quotation, price list, invoice or other document or information issued by LE is subject to correction without any liability to LE.

2.4 No right or licence is granted to Buyer under any intellectual property right save the right to use or resell Goods.

3. Orders and specifications

3.1 Buyer is responsible to LE for ensuring the accuracy of the terms of any order (including applicable specification) submitted by Buyer, and for giving LE any necessary information relating to Goods within a sufficient time to enable LE to perform the Contract in accordance with its terms.

3.2 The quantity, quality and description of Goods is set out in LE’s quotation (if accepted by Buyer) or Buyer’s order (if accepted by LE).

3.3 If Goods are to be manufactured or any process applied to Goods by LE in accordance with a specification submitted by Buyer, Buyer is to indemnify LE for all loss, damages, costs and expenses incurred by LE in connection with any claim for infringement of any intellectual property rights of any other person resulting from LE’s use of Buyer’s specification.

3.4 If an order is cancelled by Buyer, Buyer shall indemnify LE against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by LE in connection with the Contract prior to and as a result of cancellation.

4. Price

4.1 Subject to clause 4.2, all prices quoted are valid for 6 months only or such other time as specified in the quotation or until earlier acceptance by Buyer, after which time they may be altered by LE without notice.

4.2 LE may by giving notice to Buyer at any time before completion of the Goods, increase the price of Goods to reflect any increase in the cost to LE due to any factor beyond the control of LE, any change in delivery dates, quantities or specifications for Goods requested by Buyer, or any delay caused by any instructions of Buyer or failure of Buyer to give LE adequate information or instructions.

4.3 All prices are given by LE on an ex works basis, and where LE agrees to deliver Goods otherwise than at LE’s premises, Buyer is liable to pay LE’s charges for transport, packaging and insurance.

4.4 The price is exclusive of any applicable VAT which Buyer is liable to pay to LE.

5. Payment

5.1 LE may invoice Buyer for the price of Goods on or at any time after LE has notified Buyer that Goods are ready for collection or (as the case may be) LE has tendered delivery of Goods.

5.2 Buyer will pay the price of Goods in full within 30 days of LE’s invoice, notwithstanding that delivery may not have taken place and title in Goods not passed to Buyer. Time of payment of the price is of the essence of the Contract. Receipts for payment will be issued only upon request.

5.3 If Buyer fails to make any payment on the due date then, without prejudice to any other LE right or remedy, LE may:-

(a) cancel the Contract or suspend any further deliveries to Buyer;

(b) appropriate any payment made by Buyer to such of the Goods (or the goods or services supplied under any other contract between Buyer and LE) as LE may think fit (notwithstanding any purported appropriation by the Buyer); and

(c) charge Buyer interest (before and after any judgment) on the amount unpaid, at the rate of 3% per annum above Midland Bank plc base rate from time to time, accruing daily until payment in full is made.

5.4 Notwithstanding any other provisions in this clause 5, LE may invoice Buyer and require Buyer to pay the price of Goods in full prior to delivery if LE reasonably believes it necessary or Buyer is a new customer of LE, and LE notifies Buyer prior to entry of the Contract that alternative payment terms shall apply to the Contract.

6. **Delivery**

6.1 Delivery of Goods is made by Buyer collecting Goods at LE's premises after LE has notified Buyer that Goods are ready for collection or, if some other place for delivery is agreed, by LE delivering Goods to that place. Where Goods comprise services, delivery of such services will take place upon completion of the performance of such services.

6.2 Dates quoted for delivery of Goods are approximate only and LE is not liable for delay in delivery of Goods however caused. Goods may be delivered in advance of the quoted delivery date upon LE giving reasonable notice to Buyer. Time of delivery shall not be of the essence of the Contract.

6.3 Divisibility – A contract is divisible. Each delivery made as part of a contract can be deemed to arise from a separate contract and can be invoiced separately. Any invoice for a delivery shall be payable in full in accordance with our terms of payment without reference to, and not withstanding any, defect or default in delivery of any other installment.

7. **Risk and title**

7.1 Risk in Goods passes to Buyer:

- (a) where Goods are delivered at LE's premises, when LE notifies Buyer that Goods are available for collection; or
- (b) where Goods are delivered other than at LE's premises, on delivery or, if Buyer wrongfully fails to take delivery of Goods, when LE has tendered delivery of Goods.

7.2 Notwithstanding delivery, passing of risk in Goods or other provision of these Conditions, title in Goods does not pass to Buyer until LE has received in cash or cleared funds full payment of the price of Goods and all other goods and/or services to be supplied by LE to Buyer for which payment is then due.

7.3 Until title in Goods passes to Buyer, Buyer holds Goods as LE's fiduciary agent and bailee, and keeps Goods in good condition and separate from those of Buyer and third parties and properly stored, protected, insured and identified as LE's property.

7.4 Until title in Goods passes to Buyer (and provided Goods still exist and have not been resold), LE may require Buyer to deliver up Goods to LE and, if Buyer fails to do so, to enter upon any premises of Buyer or third party where Goods are stored and repossess Goods.

7.5 Buyer may not pledge or charge by way of security any Goods owned by LE, but if Buyer does so all moneys owing by Buyer to LE become (without prejudice to any other LE right or remedy) due and payable.

8. **Warranties and liability**

8.1 Subject to 8.2, LE warrants that Goods correspond with their specification at delivery.

8.2 LE is under no liability for any defect in Goods arising from any drawing, design or specification supplied by Buyer.

LE is under no liability under 8.1 (or any other warranty) if the price for Goods has not been paid and the due date for payment has passed.

8.3 Subject to clause 8.7(c), any claim by Buyer based on a defect in quality or condition of Goods or their failure to correspond with specification must (whether or not delivery is refused by Buyer) be notified to LE within 7 days 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, provided that Buyer notifies LE of such defect or failure within 1 month of delivery. If delivery is not refused, and Buyer does not notify LE accordingly, Buyer may not reject Goods and LE has no liability for such defect or failure, and Buyer is bound to pay the price as if Goods had been delivered in accordance with the Contract.

8.4 Where Buyer makes a valid claim under clause 8.1 in accordance with these Conditions, LE may replace Goods (or part) free of charge or refund to Buyer the price of Goods, but shall have no further liability to Buyer.

8.5 Except where death or personal injury is caused by LE's negligence, LE is not liable to Buyer by way of representation (unless fraudulent), common law duty or under any express or implied term of the Contract, for any indirect, special or consequential loss or damage whether for loss of profit or otherwise (whether caused by the negligence of LE, its employees or agents or otherwise) arising in connection with the supply of Goods or their use or resale by Buyer. The entire liability of LE in connection with the Contract shall not exceed the price of Goods, except as expressly provided in these Conditions.

8.6 Where free issue material or other property is supplied by or on behalf of Buyer to LE, to be used in the performance of this Contract ("Free Issue Material") then:-

- (a) Such Free Issue Material shall at all times be at Buyer's risk (including when stored and used by LE) and Buyer shall at all times be responsible for insuring such Free Issue Material.
- (b) LE shall not be liable to Buyer for any failure of Goods to comply with the Specification where such Goods have been produced by LE using Free Issue Material to the extent that such failure is the result of the use of the Free Issue Material.

8.7 LE's obligations hereunder will be suspended to the extent that it is prevented or hindered from complying therewith by any cause beyond its reasonable control. LE will use reasonable endeavours to remedy such cause and will resume the performance of such obligations as soon as reasonably possible after the removal of the cause.

9. **Insolvency of Buyer**

9.1 Without prejudice to any other LE right or remedy, LE may cancel the Contract or suspend any further deliveries under the Contract if:-

- (a) Buyer makes a voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (other than by way of amalgamation or reconstruction); or
- (b) an encumbrancer takes possession, or a receiver is appointed, of any of the Buyer's undertaking; or
- (c) Buyer ceases, or threatens to cease, to carry on business; or
- (d) LE reasonably believes that any of the above events is about to occur.

9.2 If Goods are delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

10. **General**

10.1 LE may assign or sub-contract this Contract or any part thereof.

10.2 Notices required or permitted to be given under these Conditions must be in writing addressed to the relevant party at its registered office or principal place of business.

10.3 No waiver by LE of any breach of the Contract by Buyer is considered as a waiver of any subsequent breach of the same or any other provision.

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

10.5 The Contract is governed by the laws of England. Buyer will submit to the non-exclusive jurisdiction of the English courts.