

LC Automation Standard Terms and Conditions 2018

All quotations given, contracts accepted and supplies made by LC Automation Limited (the Company) are subject to the following conditions.

1. INTERPRETATION

1.1 Definitions

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Company: LC Automation Limited (registered in England and Wales with company number 01166468, and VAT Number GB: 834 8649 88).

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with Clause 10.3.

Contract: the contract between the Company and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

Customer: the person or firm who purchases the Goods from the Company.

Ex Stock: means available in our warehouse and ready to dispatch.

Force Majeure Event: an event or circumstance beyond a party's reasonable control.

Goods: the goods (or any part of them) set out in the Order.

Order: the Customer's order for the Goods, as set out in the Customer's purchase order form, or the Customer's written acceptance of the Company's quotation, as the case may be.

Website: <https://www.lcautomation.com>

1.2 Interpretation

- (a) a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- (b) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (c) a reference to writing or written includes (unless otherwise stated) emails.

2. BASIS OF CONTRACT

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order submitted by the Customer are complete and accurate.
- 2.3 The Order shall only be deemed to be accepted when the Company issues a written acceptance of the Order, at which point the Contract shall come into existence.
- 2.4 Any Offer for Ex Stock Goods are made subject to the Goods remaining unsold at the time of receipt of Order. Ex Stock means available for despatch in the Company's Warehouse.
- 2.5 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.
- 2.6 All descriptions of the products and services contained on the Website or otherwise communicated to any Customer are approximate only and shall not form any part of the contract between the Company and the Customer. The Company shall not be liable to the Customer for any errors or omissions on the Website, the Company's catalogues or other product advertisement. The advertising of products and services on the Website is not an offer capable of acceptance; it merely constitutes an invitation by the Company for the Customer to make an offer to purchase products and services. The Company's acceptance of the Customer's order will take place when the Company confirms pricing and delivery dates to the Customer in writing, at which point a contract will come into existence between the Company and the Customer.
- 2.7 A quotation for the Goods given by the Company shall not constitute an offer. A quotation shall only be valid for a period of 30 Days from its date of issue.

3. DELIVERY

- 3.1 The Company shall ensure that:
 - (a) each delivery of the Goods is accompanied by a delivery note that shows the date of the Order, all relevant Customer and Company reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - (b) if the Company requires the Customer to return any packaging materials to the Company, the Customer shall make any such packaging materials available for collection at such times as the Company shall reasonably request.
- 3.2 The Company shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (Delivery Location) at any time after the Company notifies the Customer that the Goods are ready.
- 3.3 Delivery is completed on the completion of unloading of the Goods at the Delivery Location.
- 3.4 Any delivery periods present on the Website are subject to confirmation before acceptance of order and, unless otherwise stated in the quotation, may be withdrawn without notice at any time prior to acceptance of order.
- 3.5 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Company shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 3.6 If the Company fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Company shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 3.7 The Company accepts no liability for loss of goods or non-delivery unless notice is given to the Company and to the carrier within 21 days of the date of despatch, or in the case of exported goods, within 40 days from the date of shipment.

- 3.8 If the Customer fails to take delivery of the Goods within three Business Days of the Company notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Company's failure to comply with its obligations under the Contract:
 - (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which the Company notified the Customer that the Goods were ready; and
 - (b) the Company shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 3.9 If, after ten Business Days after the day on which the Company notified the Customer that the Goods were ready for delivery, the Customer has not taken delivery of them, the Company may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 3.10 The Company may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

4. QUALITY

- 4.1 The Company warrants that on delivery, and for a period of 12 months (or sooner if stated on our order confirmation) from the date of delivery (warranty period), the Goods shall:
 - (a) conform in all material respects with their description; and
 - (b) be free from material defects in design, material and workmanship; and
 - (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979)
 - 4.2 Subject to Clause 4.3, if:
 - (a) the Customer gives notice in writing to the Company during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in Clause 4.1;
 - (b) the Company is given a reasonable opportunity of examining such Goods; and
 - (c) the Customer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Customer's cost and .
 - (d) Goods will only be accepted for return or inspection or service if accompanied with the Company's returns form which is available on request.the Company shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
 - (e) For further details please see the Website for
 - Service and Returns statement
 - Warranty Claim Procedure
 - Test and Repair Service Procedure
 - Credit Returns Procedure
 - 4.3 The Company shall not be liable for the Goods' failure to comply with the warranty set out in Clause 4.1 in any of the following events:
 - (a) the Customer makes any further use of such Goods after giving notice in accordance with Clause 4.2;
 - (b) the defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
 - (c) the Customer alters or repairs such Goods without the written consent of the Company;
 - (d) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - (e) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
 - 4.4 It shall be the responsibility of the Customer to ensure that all Goods supplied comply with all the legal and technical requirements relating thereto and to the requirements of all competent authorities having jurisdiction in regard thereto.
 - 4.5 All information of a technical nature and particulars of Goods and performances given by the Company, printed in its catalogues or displayed on the Website is given in good faith, but no responsibility is accepted by the Company for the accuracy thereof and such information shall be subject to correction without any liability on the part of the Company.
 - 4.6 Except as provided in this Clause 4, the Company shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in Clause 4.1.
 - 4.7 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
 - 4.8 These Conditions shall apply to any repaired or replacement Goods supplied by the Company.
- ## 5. TITLE AND RISK
- 5.1 The risk in the Goods shall pass to the Customer on completion of delivery.
 - 5.2 Title to the Goods shall not pass to the Customer until the Company receives payment in full (in cash or cleared funds) for the Goods, in which case title to the Goods shall pass at the time of payment.
 - 5.3 Until title to the Goods has passed to the Customer, the Customer shall:
 - (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Company's property;
 - (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - (d) notify the Company immediately if it becomes subject to any of the events listed in Clause 7.1; and
 - (e) give the Company such information relating to the Goods as the Company may require from time to time.
 - 5.4 Subject to Clause 5.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Company receives payment for the Goods. However, if the Customer resells the Goods before that time:
 - (a) it does so as principal and not as the Company's agent; and
 - (b) title to the Goods shall pass from the Company to the Customer immediately before the time at which resale by the Customer occurs.

- 5.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in Clause 7.1, then, without limiting any other right or remedy the Company may have:
- the Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
 - the Company may at any time:
 - require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and
 - if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

6. PRICE AND PAYMENT

- 6.1 All prices in the catalogue, or on the Website, or any price list are subject to alterations without prior notice.
- 6.2 All price quotations are subject to confirmation by the Company before acceptance of the Order, and unless otherwise agreed, may be withdrawn without notice at any time.
- 6.3 The Company may, by giving notice to the Customer at any time up to 3 Business Days before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
- any factor beyond the Company's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
 - any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate or accurate information or instructions.
- 6.4 The price of the Goods:
- excludes amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to the Company at the prevailing rate, subject to the receipt of a valid VAT invoice; and
 - excludes the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.
 - Is in Pounds Sterling unless otherwise stated. Where the company agrees to trade in Euro it will specify an exchange rate for each order.
 - Shipment terms and cost are to be confirmed at point of order confirmation.
 - Certificates of Origin if required can be provided at an additional cost.
- 6.5 Relevant Import Licences, compliance and payment of duties are the responsibility of the Customer
- 6.6 The Company may invoice the Customer for the Goods on or at any time after the completion of delivery.
- 6.7 All credit terms of settlement quoted are subject to satisfactory references being furnished to the Company if required. The Company reserves the right in its absolute discretion to grant, refuse or discontinue any credit facilities or reduce or suspend any credit limit at any time.
- 6.8 Customer's with an approved Credit Account shall pay the invoice in full and in cleared funds within 30 Business Days of the date of the invoice unless otherwise specified or agreed in writing by the Company. Unless otherwise agreed proforma and export orders are to be paid for in advance. Payment shall be made to the bank account nominated in writing by the Company. Time for payment is of the essence. The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law).
- 6.9 If the Customer fails to make any payment due to the Company under the Contract by the due date for payment, then the Company is entitled to:
- to suspend deliveries or cancel undelivered portions of order and to take proceedings for the collection of outstanding amounts, without prejudice to any subsequent claim the company may enter for non-fulfilment of the contract; and
 - charge the Customer interest on the overdue amount at the rate of 4% per annum above National Westminster Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount; and
 - at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Company to the Customer.

7. TERMINATION

- 7.1 Without limiting its other rights or remedies, the Company may terminate this Contract with immediate effect by giving written notice to the Customer if:
- the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 21 days of that party being notified in writing to do so;
 - the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
 - the Customer's financial position deteriorates to such an extent that in the Company's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 7.2 Without limiting its other rights or remedies, the Company may suspend provision of the Goods under the Contract or any other contract between the Customer and the Company if the Customer becomes subject to any of the events listed in Clause 7.1(a) to Clause 7.1(d), or the Company reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 7.3 Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 7.4 On termination of the Contract for any reason the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest.
- 7.5 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.
- 7.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

8. LIMITATION OF LIABILITY

- 8.1 Nothing in these Conditions shall limit or exclude the Company's liability for:
- death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - fraud or fraudulent misrepresentation; or
 - any matter in respect of which it would be unlawful for the Company to exclude or restrict liability.
- 8.2 Subject to Clause 8.1:
- The Company shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
 - In the case of goods not of the Company's manufacture, the Customer is entitled only to such benefits as the Company may receive under any guarantee given in respect thereof; and
 - The Company's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the price of the Goods.

9. FORCE MAJEURE

Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for 2 months, the party not affected may terminate this Contract by giving 2 weeks written notice to the affected party.

10. GENERAL

- 10.1 Assignment and other dealings.
- The Company may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
 - The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Company.
- 10.2 Entire agreement
- This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
 - Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in this agreement.
- 10.3 Variation
- No variation of this Contract shall be effective unless otherwise expressly agreed in writing and signed by two directors or one director and the Company Secretary of LC Automation Limited.
- 10.4 Waiver
- No failure or delay by a party to exercise any right or remedy provided under the Contract 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.
- 10.5 Severance
- If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 10.6 Website
- The Company may alter any content on the Website at any time without prior notice;
 - The Company has no responsibility for the content of any website other than the Website, even if the Website links to other pages.
 - The Company retains all rights to the Website design and all images on it. The Company has copyright and other rights to the design, appearance and content of it. The Customer may view and print the Website only as a customer or potential customer. The Customer may not publish, reproduce, distribute or broadcast in any format any material found within the Website.
- 10.7 Data Protection - The Company will use the Customer's personal information in accordance with its Privacy Policy available on its Website
- 10.8 Notices
- Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or email.
 - A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Clause 10.7(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or if sent by email, one Business Day after transmission.
 - The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 10.9 Third party rights
- No one other than a party to this Contract shall have any right to enforce any of its terms.
- 10.10 Governing law
- The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.
- 10.11 Jurisdiction
- Each party irrevocably agrees 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 Contract or its subject matter or formation.