



TERMS AND CONDITIONS

1. DEFINITIONS

In these conditions, unless the context requires otherwise:

- 1.1 "The Company" means Lamba Welding Systems Ltd
- 1.2 "Conditions" means the terms and conditions set out in this document and any special terms and conditions agreed in writing by the Company.
- 1.3 "Delivery Date" means the date specified by the Company when the goods are to be delivered.
- 1.4 "Goods" means any item of whatever nature sold by the Company to the Customer.
- 1.5 "The Price" means the price for the Goods and/or Service excluding carriage, package, insurance and VAT.
- 1.6 "Services" means services of any nature undertaken from time to time by the Company on behalf of the Customer.
- 1.7 "Customer" shall mean any person entering into a contract with the Company for the supply of Goods and/or Services.

2. CONDITIONS APPLICABLE

- 2.1 These Conditions shall apply to all contracts for the sale of Goods or supply of Services by the Company to the Customer to the exclusion of all other terms and conditions including any terms which the Customer may purport to apply under any purchase order, confirmation of order or similar document.
- 2.2 These Conditions constitute the entire understanding between the Company and Customer with respect to the supply of Goods and/or Services by the Company to the Customer and supersede all previous agreements between the parties.
- 2.3 All orders for Goods and/or Services shall be deemed to be an offer by the Customer for the purchase of Goods and/or Services pursuant to these Conditions.
- 2.4 Acceptance of the Company's quotation for the supply of the Goods and/or provision of the Services shall be deemed conclusive evidence of the Customer's acceptance of these Conditions.
- 2.5 Any variation to these conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Director of the Company.

3. PRICE AND PAYMENT

- 3.1 The Price shall be the Company's quoted price. The Price is exclusive of VAT which will be due at the rate ruling on the date of the Company's invoice.
- 3.2 Payment of the Price and VAT and the cost of any carriage, packaging and insurance or any other costs quoted shall be made in accordance with the terms of the Company's quotation. Time for payment shall be of the essence.
- 3.3 All Deposits and stage payments made are non-refundable unless otherwise stated.
- 3.4 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until date of payment at a rate of 2% above Barclays Bank plc base rate from time to time in force and shall accrue at such a rate after as well as before any judgment.
- 3.5 All prices quoted in Euros are based on ruling exchange rates. We reserve the right to amend the pricing at the time of order confirmation, based on the ruling exchange rates at the time.

4. THE GOODS AND SERVICES

- 4.1 The quantity and description of the Goods and the nature and description of the Services shall be as set out in the Company's quotation.
- 4.2 The Company may from time to time make changes in the specification of the Goods and/or Services which are required to comply with any applicable safety or statutory requirements or which do not materially affect the quality or fitness for purpose of the Goods or the provision of the Services.

5. WARRANTIES AND LIABILITY

- 5.1 The Company warrants that the Goods and/or Services supplied will at the time of delivery correspond to the description given by the Company. Except where the Customer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977 Section 12 and/or the Unfair terms in Consumer Contracts Regulations 1999 Regulation 3 (1)) all other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods and/or to the supply of Services whether expressed or implied by statute or common law or otherwise are excluded to the fullest extent permitted by law.
- 5.2 The Company shall be under no liability to the Customer for any indirect loss and/or expense (including loss of profit) suffered by the Customer arising out of any breach of contract by the Company and liability shall not in any event exceed the Price of the Goods and/or Services.
- 5.3 Any cycle times quoted, whether verbally or in writing, are approximate. They are given with the information available at the time and are for guideline purposes only. They may differ from times quoted but we cannot be held responsible for any approximate times quoted.
- 5.4 The warranty offered covers replacement of component parts if faulty but does not cover damage or misuse.
- 5.5 Cost of engineer's time is not covered by the warranty.
- 5.6 The warranty period shall only be valid if the machine is commissioned by Lamba personnel.
- 5.7 The warranty excludes:-
- any damage, replacement or claim under this warranty relating to incorrect use of the machinery or use of the machine for a purpose it was not intended or outside of its operating parameters.
 - Insufficient planned preventative maintenance+
 - Negligent or wilful damage
 - Any unauthorised adjustments to the machine
 - The use of power, water, air supplies or infrastructures not in accordance with the technical specifications contained therein
 - Wearing or consumable parts and normal wear and tear components purchased by lamba from third parties shall be excluded from the warranty.
 - Any claim arising as a result of the machine being operated by an untrained or unskilled operator.
 - Transport of guarantee items to the customer
 - Travel costs for technician

In the event of a claim in respect thereof, Lamba Welding Systems Ltd undertakes to cede to the buyer any warranties which it may receive from such third parties in respect of such components.

6. DELIVERY OF GOODS

Delivery of Goods and/or Services shall be made to the Customer's address or the Customer's carrier in the case of collection of the Goods by the Customer on the Delivery Date. The Goods and/or Services may be delivered in advance of the Delivery Date upon giving reasonable notice to the Customer. The Customer shall make all arrangements to take delivery of the Goods and/or Services whenever they are tendered for delivery.

7. ACCEPTANCE OF THE GOODS AND/OR SERVICES

- 7.1 The Customer shall be deemed to have accepted the Goods and/or Services on the third day after delivery of the Goods and/or Services to the Customer or in the case of delivery of Goods to the Customer's carrier on the tenth day after delivery.
- 7.2 After acceptance the Customer shall not be entitled to reject the Goods and/or Services which are not in accordance with the contract.
- 7.3 If the Customer fails to take delivery of the Goods and/or Services in accordance with clause 6 above, the Price shall become payable immediately.
- 7.4 The Company shall be entitled to withhold delivery of the Goods and/or Services if the Customer has failed to make payment in full of all sums due to the Company in relation to previous Goods and/or Services supplied by the Company to the Customer.

8. RISK AND TITLE

- 8.1 Risk shall pass on delivery of the Goods to the Customer or in the case of collection by the Customer upon delivery to the Customer's carrier.
- 8.2 In spite of delivery having been made property in the Goods shall not pass from the Company until:
 - 8.2.1 The Customer shall have paid the Price plus VAT in full and
 - 8.2.2 No other sums whatever shall be due from the Customer to the Company
- 8.3 Until property in the Goods passes to the Customer in accordance with clause 8.2 the Customer shall hold the Goods and each of them on a fiduciary basis as bailee for the Company. The Customer shall store the Goods (at no cost to the Company) separately from all other goods in its possession and marked in such a way that they are clearly identified as the company's property.
- 8.4 Notwithstanding that the Goods (or any of them) remain the property of the Company the Customer may well or use the Goods in the ordinary course of the Customer's business at full market value for the account of the Company. Any such sale or dealing shall be a sale or use of the Company's property by the Customer on the Customer's own behalf and the Customer shall deal as principal when making such sales or dealings. Until the property in the Goods passes from the Company the entire proceeds of the sale or otherwise of the Goods shall be held in trust for the Company and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material items identified as the Company's money.
- 8.5 The Company shall be entitled to recover the Price (plus VAT) notwithstanding that property if any of the Goods has not passed from the Company.
- 8.6 Until such time as property in the Goods passes from the Company the Customer shall upon request deliver up such of the Goods as have not ceased to be in existence or resold to the Company. If the Customer fails to do so the Company may enter upon any premises owned occupied or controlled by the Customer where the Goods are situated and repossess the Goods. On the making of such request the rights of the Customer under clause 8.4 shall cease.
- 8.7 The Customer shall not pledge or in any way change by way of security for any indebtedness any of the Goods which are the property of the Company. Without prejudice to the other rights of the Company, if the Customer does so all sums whatever owing by the Customer to the Company shall forthwith become due and payable.
- 8.8 The Customer shall insure and keep insured the Goods to the full Price against "All risks" to the reasonable satisfaction of the Company until the date that property in the Goods passes from the Company requested by the Company produce a copy of the policy of insurance. Without prejudice to the other rights of the Company, if the Customer fails to do so all sums whatever owing by the Customer to the Company shall forthwith become due and payable.

9. COMMISSIONING

- 9.1 Any delays in the commissioning schedule as a result of problems not within the control of Lamba Welding Systems shall result in additional charges for all expenses and labour time which otherwise would have been incurred.

10. REMEDIES OF CUSTOMER

- 10.1 Where the Customer rejects any Goods then the Customer shall have no further rights whatever in respect of the Goods or the failure by the Company to supply Goods which conform to the contract of sale.
- 10.2 Where the Customer accepts or has been deemed to have accepted any Goods then the Company shall have no liability whatever to the Customer in respect of those Goods.
- 10.3 The Company shall not be liable to the Customer for late delivery or short delivery of the Goods.

11. INTELLECTUAL PROPERTY

The specifications and designs of the Goods (including the copyright, design right or other intellectual property in them) shall as between the parties be the property of the Company. Where any designs or specifications have been supplied by the Customer for manufacture by the Company or to the order of the Customer then the Customer warrants that the use of those designs or specifications for the manufacture, processing, assembly or supply of the Goods shall not infringe the rights of any third party.

12. FORCE MAJEURE CLAUSE

- 12.1 Save for the Customer's obligations of payment under clause 3 neither party shall be liable for any default due to any act of God, war, civil disturbance, malicious damage, strike, lockout, industrial action, fire, flood, drought, extreme weather conditions, compliance with any law or governmental order, rule, regulation, direction or other circumstance beyond the reasonable control of either party ("Force Majeure Event").
- 12.2 Each party shall give notice forthwith to the other upon becoming aware of a Force Majeure Event, the notice to specify details of the circumstances giving rise to the Force Majeure Event.

13. PROPER LAW OF CONTRACT

This contract is subject to the law of England and Wales.