# LANGFORD & CHAMBERLAYNE LTD

## Terms and Conditions of Sale.

### 1. DEFINITIONS

In these terms and conditions:
**1.1** "The Company" means Langford & Chamberlayne Limited.
**1.2** "The Customer" means any person, firm, company or other legal entity which places an order, or buys any Products from the Company and includes the employees, servants, agents, principals (whether disclosed or undisclosed) or sub-contractors of any such person, firm, company or other legal entity.
**1.3** "Products" means any Equipment/Service agreed in the Contract to be supplied by the Company to the Customer.
**1.4 "**Equipment" means any machine or equipment.
**1.5** "Contract" means a contract between the Company and the Customer for the sale and purchase of the Products or Service.
**1.6** "Statutory Interest" means statutory interest as defined in the Late Payment of Commercial Debts (Interest) Act 1998 as amended & supplemented by the Late Payment of Commercial Debts Regulations 2002.
**1.7** "Terms and Conditions" means these terms and conditions of sale.
**1.8** "Late Payment Compensation Fee" is detailed in Condition 5.4.

### 2. APPLICABILITY OF TERMS AND CONDITIONS

These Terms and Conditions shall be incorporated into the Contract and shall apply in place of and prevail over any terms and conditions contained or referred to in any communication from the Customer or implied by trade, custom or practice or course of dealing. Other purported terms and conditions which the Customer seeks to impose or incorporate are expressly rejected by the Company.

### 3. ORDERS AND CONTRACTS

**3.1** By placing an order with the Company either via the Company's telesales department or Email or Fax or Via a Sales Representative, the Customer is offering to purchase the Products on the basis of these Terms and Conditions. The Contract shall be formed when the Company acknowledges acceptance of the Customer's order or delivers the Products to the Customer whichever occurs earlier.
**3.2** The Customer is responsible for ensuring that the terms of any order are complete and accurate.
**3.3** No pricing made available to the Customer in any way shall constitute an offer and the Company may amend its prices at any time. Prices are quoted exclusive of VAT which shall be charged if applicable.
**3.4** The Contract is subject to availability of stock and the Company reserves the right to vary or alter the specification of Products without notice unless otherwise agreed in writing with the Customer.
**3.5** The Contract constitutes the entire agreement between the parties and the Customer acknowledges that it has not relied on any statement, promise

or representation made or given by, or on behalf of, the Company which is not set out in the Contract.
**3.6** Any drawings or descriptions contained in any brochure or any other of the Company's catalogues or on the Company's website are produced for the sole purpose of giving an approximate idea of the Products. They shall not form part of the Contract or have any contractual force.

## 4. TITLE & RISK

**4.1** Subject to clause 4.2, the risk of loss or damage to the Products shall pass to the Customer upon completion of the delivery to the Customer's premises, in accordance with Condition 6.3 (delivery).
**4.2 T**he Company shall not be responsible for any loss or damage to the Products sustained whilst on Customer's premises, but before completion of the delivery or signature of the delivery note, if such loss or damage arises as a consequence of the condition of the Customer's premises or the act, default or omission of the Customer or its representatives.
**4.3** Title in the Products shall not pass to the Customer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of the Products and all other sums which are or which become due to the Company from the Customer on any account.
**4.4** Until title passes to the Customer, the Customer shall hold the Products on a fiduciary basis as the Company's bailee; store the Products separately from all other products in such a way that they are clearly identifiable as the property of the Company; maintain the Products in a satisfactory condition, and keep them insured on the Company's behalf for their full price against all risks, and notify the Company immediately if it becomes subject to any of the events listed in Condition 9.2, but the Customer may use the Products in the ordinary course of its business.
**4.5** If before title in the Products passes to the Customer the Customer becomes subject to any of the events listed in Condition 9.2, or the Company reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, the Company may at any time require the Customer to deliver up the Products and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Products are stored, in order to recover them.

## 5. PAYMENT TERMS

**5.1** Where credit is granted, unless otherwise agreed in writing, all sums payable in respect of Products supplied must be paid without deductions within 30 days from the end of the calendar month in which the invoice was raised.
**5.2** Failure to pay by the due date shall entitle the Company to suspend delivery of all unexecuted or future orders. The time for payment of the price of the Products shall be of the essence.
**5.3** The Company reserves the right at any time in its absolute discretion to demand immediate payment of any account whether due or not and to take legal action to recover the debt and costs.
**5.4** If payment is not made in accordance with this Condition, the Company reserves the right to charge Statutory Interest on the overdue balances for the period from the date on which payment became due until the date on which

payment is made including any period after the date of any judgment or decree against the Customer.
**5.5** In the event of any cheques, standing orders or direct debits due from a Customer to the Company being dishonoured, a charge of £45 (or such other sum as the Company may from time to time advise the Customer) will be made on the Customer's account to cover bank and administrative costs.
**5.6** The Company reserves the right in its absolute discretion to refuse to grant credit.
**5.7** The Company may, 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.

## 6. DELIVERY

**6.1** Deliveries of Products to the Customer shall be in accordance with the Company's delivery schedule. The Company shall not be liable for any loss or damage whatsoever arising as a result of a delay or failure to deliver Products by a particular date or arising as a result of any cause beyond the Company's control, including any force majeure event or the Customer's failure to provide adequate delivery instructions. Time for delivery shall not be of the essence unless otherwise agreed by the Company in writing.
**6.2** Delivery of Products shall be made by the Company to a reasonably accessible location at the Customer's premises, or as otherwise agreed between the parties ("the Delivery Location"). The Customer shall allow the Company access to such premises and shall use best endeavours to ensure that a responsible person shall be at the place of delivery to take delivery of the Products and to sign for them. In the event of no such person being present at the time of delivery the Customer hereby consents to the Company leaving the Products at what appear to be the premises nominated by the Customer as the place of delivery, and when the Products are so left, risk in the Products shall pass to the Customer and no liability shall remain with the Company in respect of the Products.
**6.3** Delivery of the Products shall be completed on completion of unloading of the Products at the Delivery Location.
**6.4** If the Customer fails to take delivery or fails to give the Company adequate delivery instructions at the time stated for delivery then without prejudice to any other right or remedy available to the Company, the Company may do one or more of the following:
**6.4.1** charge the Customer the cost of carriage of the refused delivery both to and from the premises of the Customer in addition to the Company's administration charges involved;
**6.4.2** charge the Customer the full cost price of the Products and a sum in respect of its loss of profit provided that the Company shall use its reasonable endeavours to mitigate such loss;
**6.4.3** where the delivery includes Equipment, store the Equipment until actual delivery and charge the Customer for the reasonable cost (including insurance) of storage;
**6.4.4** sell the Equipment at the best price readily obtainable and charge the Customer for any shortfall below the price under the Contract.

**6.5** The Company may deliver the Products by installments, which shall be invoiced separately. Any delay in delivery shall not entitle the Customer to cancel any other installment.

## 7. ACCEPTANCE AND CLAIMS PROCEDURE

**7.1** The Customer must check that the quantity and specifications of Products delivered correspond with the Contract before signature of the delivery note.
**7.2** Claims in respect of short deliveries or damage to Products reasonably visible on inspection must be made to the Company within 24 hours of the time of the delivery which gives rise to the claim. The Customer must retain damaged Products for inspection and collection. Credit will only be granted by the Company if the provisions of this Condition are complied with.

## 8. CANCELLATION OF CONTRACT

The Contract may not be cancelled by the Customer without the written consent of the Company. The Company reserves the right upon consent being given to levy a cancellation charge of not less than 20% of the Products which are the subject of the Contract to cover the Company's losses arising from the cancellation. Customer Bespoke Products ordered on behalf of the Customer cannot be returned, unless the manufacturer agrees to accept them. Where this is not the case the Customer shall purchase all such Customer Bespoke Products from the Company within 14 days.

## 9. INSOLVENCY OF CUSTOMER

In the event that:
**9.1** the Customer makes any voluntary arrangement with its creditors, proposes to enter into a company voluntary arrangement, enters into administration, is unable to pay its debts as they fall due, makes application to a Court to suspend enforcement action against it, goes into liquidation (in the event that the Customer is a company) or becomes insolvent, enters into a trust deed or voluntary arrangement for the benefit of its creditors (in the event that the Customer is an individual or firm), or if the equivalent occurs under any jurisdiction; or
**9.2** an encumbrancer takes possession of, or a receiver or administrative receiver is appointed over, any of the property or assets of the Customer; or
**9.3** the Customer suspends any payments hereunder or ceases, or threatens to cease, to carry on business; or
**9.4** the Company reasonably considers that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly;
then without prejudice to any other rights or remedies available to the Company, the Company shall be entitled forthwith to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer and if the Products have been delivered but not paid for, the price shall become immediately payable notwithstanding any previous agreement to the contrary.

## 10. WARRANTIES

**10.1**The Company gives no warranties in respect of Equipment. The Company will to the extent that it is able at the sole cost and expense of the Customer assign or make available to the Customer the benefit of any warranties or guarantees relating to the Equipment obtained from the manufacturer thereof.

## 11. LIMITATION OF THE COMPANY'S LIABILITY

**11.1** The Company limits its liability to the maximum extent permitted by law as follows:

**11.1.1** the Company's liability shall be limited at its option to replacing the whole or any part of any Products found to be damaged or otherwise defective or refunding or crediting the purchase price or a pro rata portion of the purchase price of the Products of which the defective Products form part; and

**11.2** The Company shall have no liability for any loss or damage suffered by the Customer or any other person:

**11.2.1** as a consequence of any defect in any Product caused by abnormal conditions of storage, treatment or handling or any negligence or wrongful act on the part of the Customer or its employees or agents;

**11.2.2** for claims for damage reasonably apparent on inspection at the time of delivery or for short delivery unless the provisions of Condition 7 (Acceptance and Claims Procedure) have been complied with;

**11.2.3** for any claim arising on an invoice issued more than 3 months before the date upon which such claim is received by the Company;

**11.2.4** for any loss of profit, loss of sale, loss of goodwill, loss of reputation, loss of customers and any other similar indirect or consequential losses caused by the Company's negligence or other wrongful act on the Company's part or that of its employees or agents or otherwise;

**11.2.5** for any failure by the Company to perform any of its obligations in these Terms and Conditions caused by circumstances beyond its reasonable control.

## 12. FORCE MAJEURE

The Company reserves the right to defer the date of delivery or reduce the volume of Products ordered by the Customer or to cancel the Contract without liability to the Customer if it is prevented from or delayed in the carrying out of its obligations under the Contract due to circumstances beyond its reasonable control including, without limitation, any failure or delay on the part of the manufacturer of any of the Products to supply the Products to the Company, any strike, lock-out or other industrial action, fire, explosion, flood, closure of motorways or other roads leaving no alternative route, unusually severe weather conditions or unusually severe traffic congestion which could not reasonably have been anticipated leaving no alternative route, loss of power or telecommunications systems or computer failure or breakdown.

## 13. CONFIDENTIALITY

**13.1** The Customer undertakes that it shall not at any time disclose any confidential information concerning the business, affairs, customers, suppliers, pricing or other financial information of the Company to any third party whatsoever.

**13.2** The Customer may disclose the Company's confidential information (i) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out its obligations to the Company under the Contract, provided that such employees, officers, representatives and advisors to whom the Customer discloses such information comply in full with this Condition; and (ii) as may be required by law, court order or any government or regulatory authority, provided that the Customer gives as much advance notice of such disclosure to the Company, as possible.

**13.3** The Customer shall not use the Company's confidential information for any purpose other than to perform its obligations under the Contract.

## 14. ERECTION AND INSTALLATION

Where erection, installation and positioning of Equipment are part of the Contract the Customer shall ensure that the site is clear and ready for installation. Should the site not be ready as stipulated for such installation, the Company reserves the right to make a charge for any costs incurred as a result of it being so prevented and any delay or subsequent installation.

## 15. ADDITIONAL TERMS

**15.1** Failure or delay on the part of the Company in enforcing any provision of the Contract shall not be construed as a waiver of any of the Company's rights under the Contract. Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Customer shall not be deemed to be a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

**15.2** If any provision of the Contract is found by any Court, tribunal or other administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

**15.3** The Company, but not the Customer, may assign its rights and obligations under the Contract.

**15.4** Any written communication given pursuant to the Contract must be sent by pre-paid first class post to the registered office of the addressee or such other address as may have been notified in writing and shall be deemed to have been received by the addressee two days after the date of posting.

**15.5** The parties to the Contract do not intend that any term of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

**15.6** The Contract shall be governed by the laws of England and the Company and the Customer agree to submit to the non-exclusive jurisdiction of the English Courts.

**15.7** If the Customer is a partnership the liability of the individual partners to the Company shall be joint and several.
**15.8** The signature on behalf of a Customer who is a limited company by any person purporting to sign with the Customer's authority shall bind the Customer and the Customer shall be liable to comply with the terms of the Contract.
**15.9** The Customer shall be liable to comply with the terms of the Contract and pay for any Products which are ordered using its Customer account details.
**15.10** The Company reserves the right to amend these Terms and Conditions from time to time by posting updated versions on its website.