

## GENERAL TERMS AND CONDITIONS

Unless otherwise agreed in writing, the terms set out below ("General Terms and Conditions") shall apply to and govern any purchase arrangement between Level Developments Limited ("Company") and a customer ("Customer"). These General Terms and Conditions supercede any terms and conditions contained in any document supplied by the Customer.

For the purposes of these terms, a "Consumer" is a natural person who purchases goods and services for personal use.

### 1. Formation of Contract

- 1.1 Quotations given by the Company are not offers capable of acceptance by the Customer. There shall be no binding contract until written acceptance of the Customer's order by the Company has been despatched to the Customer and such order shall only take effect on the basis that these General Terms and Conditions are accepted by the Customer and shall override any terms or conditions stipulated, incorporated or referred to by the Customer in the order or in any negotiations.

### 2. Price

- 2.1 All prices are subject to:
- (i) Value Added Tax and any other government duty or tax applicable. Orders are only accepted for execution at the Company's prices ruling on date of manufacture. Increases in prices between the date of order and the date of manufacture shall be notified to the Customer prior to despatch and the Customer shall have the option to cancel the order in respect of products not delivered by notice in writing within 7 days of the notice of increase.
  - (ii) Shipping and handling charges.
- 2.2 Any extra cost incurred by the Company on account of delays interruptions or suspension of work due to default on the part of the Customer shall be added to the contract price.
- 2.3 For web orders there is no minimum order charge, for all other types of order there is a minimum charge of £50.00. These amounts are exclusive of VAT, handling and carriage charges.
- 2.4 In the event that the Company finds an error in the pricing prior to dispatch of the goods the Company shall notify the Customer who will have the option to cancel the order in respect of the product concerned by notice in writing within 7 days of the Company's notice. The price payable shall otherwise be the corrected price.

### 3. Payment

- 3.1 Subject to completion of a credit application form and to satisfactory credit references and, if so required by the Company in the case of a Customer which is a limited company, the giving of a personal guarantee from one or more of its directors, the Company may grant the Customer a credit account in respect of which payment shall be due net cash not later than 30 days from the date of the invoice. The Company may invoice pro-rata for each delivery where delivery is by instalments. Unless credit facilities have been granted payment in cleared funds is required prior to shipping. In the case of payment by telegraphic transfer where the order value is less than £250.00 the customer must include all banking charges in its payment.

- 3.2 Non-payment on or before the due date (time being of the essence) shall entitle the Company, without prejudice to any other rights to:
- (a) suspend any further deliveries of products whether under this contract or any other
  - (b) to require payment immediately of all unpaid invoices whether in respect of deliveries under this contract or any other
  - (c) to repossess the products (the Customer granting the Company all necessary access).
- 3.3 The Customer shall not be entitled to delay or withhold payment of the price or any part thereof on the ground that it has a claim or set-off against the Company.
- 3.4. The Company is authorised to use funds received from the Customer to settle the Customer's invoices which are overdue for payment.
- 3.5. If payment is not made on or before the due date, the Company will exercise its statutory right to claim interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debts Regulations 2002 or under such equivalent legislation.
- 3.6 The Customer shall indemnify the Company against all costs incurred by the Company in obtaining payment of any overdue invoices. The Customer shall pay all administrative, collection agency or Solicitors legal costs and disbursements.

#### **4. Delivery Time and Delivery**

- 4.1 The Company shall use all reasonable endeavours to deliver the products to the Customer in accordance with any delivery date agreed in writing with the Customer. All delivery dates, whether agreed in writing or otherwise, are estimates only and, while the Company will endeavour to comply with any such date, time is not of the essence and the Company shall not be responsible for late delivery.
- 4.2 If the Customer is unwilling or unable to accept the delivery on the date when it falls due the Company shall have the right to make a storage charge for products not so delivered.

#### **5. Risk**

- 5.1 The Customer shall be liable for all risks to products supplied from the time of delivery to the Customer notwithstanding that title to the products has not passed by virtue of Condition 6. The Customer should therefore insure the products against the usual risks.
- 5.2 If the Customer arranges collection of the goods, they shall be liable for all risks to products supplied from the time of collection.

#### **6. Title**

- 6.1. Products shall remain the property of the Company as legal and equitable owner until all sums due to the Company from the Customer or invoiced by the Company to the Customer in respect of the contract or any other contract between the Company and the Customer been received in full by the Company in cleared funds.
- 6.2 The Customer shall be free to sell any products in the ordinary course of its business so as to pass good title to any third party, provided always that claims for proceeds from such resale shall be deemed to be assigned to the Company and proceeds from such re-sale received by the Customer shall be held by the Customer on trust for the Company to the extent necessary to effect full payment to the Company and the Customer shall if required by the Company immediately upon such resale notify the Company with full details of such resale. Furthermore, the Company shall be entitled to notify the ultimate Customer that such resale price is to be paid direct to the Company.

- 6.3 Until payment has been made under sub-clause 6.1 of this clause the products remaining in the Customer's possession shall be held by the Customer as bailee and in a fiduciary capacity for the Company which shall be entitled to terminate such bailment and the Customer hereby grants the Company the irrevocable licence to enter upon the Customer's premises to recover the whole or any part of the products, which in the meantime shall be stored in such a way as to clearly identify them as being the Company's property.
- 6.4 Recovery by the Company of the products or receipt of the proceeds of resale pursuant to this condition shall be without prejudice to the right of the Company to take other action against the Customer for the recovery of sums due to it to the extent that the products recovered or proceeds of resale do not have sufficient value to cover the sums due to the Company.
- 6.5 The copyright, design right and all other intellectual property rights in any materials, drawing designs and other documents or items prepared or produced for the Customer by or on behalf of the Company in connection with these terms shall belong to the Company absolutely and any such materials, documents, drawing designs or items shall be or remain the sole property of the Company.

## **7. Specification**

- 7.1 Subject to the remaining provisions of this condition, the products supplied will accord with the Company's drawings agreed in writing with the customer. Unless otherwise stated all other warranties as to quality, description or fitness for purpose (statutory or otherwise) are hereby excluded.
- 7.2 It shall be the customer's responsibility to satisfy itself that the products are suitable in all respects for the customer's purpose and the Company gives no warranty as to the fitness of the products for any particular purpose.

## **8. Liability**

- 8.1. The Company shall not accept any claim if:
- 8.1.1. The Customer fails to notify the Company in writing immediately after it has detected such failure and no later than 14 calendar days after delivery.
- 8.1.2. The Customer refuses to allow the Company's own personnel to inspect the claimed product at the place of storage or at the Company's premises if the Customer delivers the claimed products at the Customer's expense.
- 8.1.3 The product is not in its original condition.
- 8.2. The Company is entitled to be reimbursed for expenses incurred during the examination of a Customer's claim (for example travel or shipping expenses).
- 8.3 The Company shall not in any event be liable to the Customer in contract or tort or otherwise for any indirect or consequential loss or damage whenever or howsoever arising, including without limitation, loss of profit, loss of revenue, economic loss, depletion of goodwill and pecuniary loss of any kind whatsoever.
- 8.4 If any products supplied by the Company under this contract are found to be defective due to faulty materials supplied by the Company and/or workmanship by the Company, the Company's liability shall be limited to at its option giving credit for such products or replacing the products.

## **9. Returns Policy – Web Purchases Only**

- 9.1 The Company guarantees products to be free from faults at the time of shipping. A full refund or replacement will be issued or sent if the product is found to be faulty within 14 days of receipt. In this event the item should be returned to the Company at the customer's cost. Once the fault has been

verified, a refund (including original shipping charges) or free of charge replacement will be offered. This is subject to the product being returned with all original packaging and showing no sign of tampering or misuse.

- 9.2 Nothing in these general General Terms and Conditions affects the rights of a Customer who is a Consumer under the EU Distance Selling Directive. This can be found at [HTTP://www.hmso.gov.uk/si2000/2234.htm](http://www.hmso.gov.uk/si2000/2234.htm). If the goods are returned by a Consumer, the Company will meet the costs of returning any faulty goods.

## **10. Termination, Suspension and Cancellation**

- 10.1 The Company reserves the right by written notice to suspend or cancel an order or part of any order:-

10.1.1 In the event of failure by the Customer to comply with any of its obligations under this contract, or

10.1.2 If the Company is reasonably of the opinion that the Customer is not in a position to meet its commitments to the Company or (being a limited company) goes into liquidation other than a voluntary liquidation for the purposes of amalgamation or reconstruction only or has a Receiver appointed to its undertaking or assets or a substantial part thereof.

10.2 The Company reserves the right to refuse purported cancellation of any order and to demand full payment of the price for the same, although the Company may at its sole discretion accept any cancellation upon such items as it thinks fit.

10.3 If the Customer is a Consumer, the customer has the right to cancel the contract within 7 days from the date of the formation of this contract in accordance with Customer's rights under the EU Distance Selling Directive.

## **11. Privacy Policy**

11.1 The Company respects your privacy and is committed to protecting your personal data. The Company has a separate Customer Privacy Notice, to be read in conjunction with these terms and conditions, which provides you with information about how the Company collects and processes your personal data.

## **12. Force Majeure**

12.1 The Company reserves the right to defer the date of delivery or to cancel the contract or reduce the volume of the products ordered by the Customer (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or natural emergency, acts of terrorism, protest, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce) or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

## **13. Jurisdiction**

13.1. The formation, existence, construction, performance, validity and all aspects of the Contract and the General Terms and Conditions shall be governed by the English law and the parties submit to the exclusive jurisdiction of the English Courts. This clause does not apply to a Customer who is a consumer purchasing via the Company's website.