

# LSi Ltd Standard Terms and Conditions and General Trading Information

**1.** These terms and conditions apply to all orders and supersedes all others. Receipt of acknowledgement of order by you, constitutes your acceptance that our conditions are the only conditions that apply to the contract notwithstanding any purported terms put forward by you.

## **2.** Payment Terms

All goods will be supplied against a pro forma invoice unless a credit account has been opened after acceptance of bankers reference and two (2) trade references. Payment is to be made within 30 days from the date of the invoice. We understand and may exercise our statutory right of interest under the Late Payment of Commercial Debts (Interest) Act 1998 if we are not paid according to our credit terms.

**3.** Any discounts are offered on the strict understanding that accounts are paid by the due date. We reserve the right to invoice any such discounts to accounts which become overdue.

## **4.** Passing of Title and Risk

**4.1** Any discounts are offered on the strict understanding that accounts are paid by the due date. We reserve the right to invoice any such discounts to accounts which become overdue.

**4.2** All goods, delivered or not, remain our property until payment is received in full.

**4.3** Until such time as payment in full is made you shall retain such goods separately from other goods and clearly mark them in such a way that they can be readily identified as being our property and any payment received by you for any sale of such goods must be held in a separate account in trust for us. In the event of non-payment by you for such goods we will, without loss of any rights or remedy, remove from your possession those goods belonging to us in accordance with these conditions and we shall be entitled to enter upon the property where the goods are stored and repossess and remove the same. You hereby grant us irrevocable license to enter your premises for the said purposes.

## **5.** Products

We reserve the right to alter any details or design of products illustrated without notice and while every effort is made to describe goods accurately in the catalogue no warranty is given as to accuracy and no responsibility will be accepted for error or mis-description and any resulting loss.

## **6.** Quotations

Orders are accepted subject to our right to adjust prices quoted to take account of any changes in the law or Government regulations requiring us to increase prices by way of direct taxation, import duties, customs and excise duties or otherwise. The prices are based on today's current costs of production and in the event of any increase in wages or costs of materials to us occurring after the confirmation or accepted contract, we shall be entitled to charge such increases to you.

## **7.** Prices

Where applicable all prices quoted are subject to V.A.T. at the current rate.

## **8.** Delivery

**8.1** Every effort will be made to deliver on time, but any delivery date specified is a best estimate and no liability is accepted for any loss arising from delay or error in delivery of the goods. All deliveries will be charged at the prevailing rates applying at the date of such delivery.

**8.2** Should authorities restrict the movement of people and goods here in the UK and this results in your shipment being delayed or the delivery date being affected, LSi cannot be held responsible and your goods will be delivered to you at the earliest possible opportunity.

**8.3** Special rush deliveries can usually be arranged but will usually be subject to additional charges (e.g. rush print charges and rush delivery charges) which will be charged to you at current commercial rates.

## **9.** Quantity Variation

We shall be deemed to have fulfilled our contract by delivery of a quantity within 10% plus or minus of the quantity of printed goods ordered and you will be charged at the contract rate for the quantity delivered.

## **10.** Claims

**10.1** Claims arising from damages, delay or partial loss in transit must be made in writing to us, so as to reach us within 5 days of delivery.

**10.2** All claims with regard to the quality or quantity of the goods shall be made in writing to us so as to reach us within 5 days of receipt of goods or such goods shall be deemed to comply as to quality and quantity with the terms of the contract.

**10.3** You must examine all goods delivered at the time of delivery. We shall not be liable for any loss arising from damage caused to the goods in transit unless loss or damage is noted on the delivery note at time of delivery.

**10.4** Claims in respect of non-delivery must be made in writing so as to reach us within 4 days from receipt of our invoice.

## **11.** Liability

**11.1** Save in so far as defects in the goods cause death, injury or damage to personal property, our liability for any loss or damage suffered by you in respect of the goods shall be limited to the contract value of the goods.

**11.2** We can accept no responsibility for loss or damage arising from the supply of goods under this contract unless you have fully complied with the notification of claims procedure set out in clause

**11.3** Nothing in these terms and conditions shall affect the right of the consumer.

## **12.** Cancellation Charges

A charge will be made on cancelled orders, together with a charge for all work carried out up to the date of written cancellation. Clothing returns will incur a minimum 20% restocking charge plus any additional carriage charges.

## **13.** Samples

These will be submitted on approval and will be charged if not returned in good condition within 30 days.

## **14.** Overdue Accounts

**14.1** No goods will be delivered on accounts which remain unpaid 14 days after payment is due. Interest will be charged on overdue accounts, at the rate of 5% above National Westminster Bank plc base rate from time to time from the date the account became due until payment is received. This does not prevent us from pursuing payment of overdue accounts at any time after payment becomes due and shall be in addition to and without prejudice to any other rights we may have against you.

**14.2** We reserve the right to charge you for any legal or collection charges where it is necessary to obtain payment from you of an overdue account a third party or Court proceedings.

## **15.** Quantity Changes to Orders

Any changes in quantity ordered must be made in writing to us prior to commencement of processing. Any increase in the order must be regarded as a separate contract unless written notification is received