

London 23/04/2019

LEONSERVICES & SUPPLY LTD

Terms and conditions for the sale of Goods and/or Services

These Terms and Conditions will be deemed to have been accepted by Client when Client accept them or the estimate or from date of any delivery and/or service and will constitute the entire agreement between Company and Client. These Conditions shall govern the Contract to the exclusion of any other terms and conditions introduced or submitted by the Client and can not be amended unless agreed in writing by both parties and signed by a director of the Company

Terms of Contract

1. Any Order from the Client may be rejected by the Company at any time prior to finalising the Order between both parties
2. Any changes issued by the Client after order date may increase the price stated in the Contract.
3. If the Client request to cancel the Contract after Order date Company will be entitled to recover all costs and expenses, including damages and loss of profit from the Client
4. The Company may at any time without notifying the Client make changes to the Goods or Services to be provided to the Client which do not materially affect the nature or quality of the goods or Services or which are required in order to comply with any applicable law or reasonable safety requirements

Estimates and Orders

1. Estimate submitted to the Client will not constitute an offer and shall remain for the period stated on the document
2. The Contract shall be made when the Client accept the estimate
3. The Client is responsible for ensuring the accuracy of the order. The quantity and design, specification must be confirmed in order including accurate dimensions to enable Company to proceed with manufacture.
4. Estimates are based on information's provided by the Client (with exclusions when the Company include for survey to confirm measurements) and the Company will not be liable for any errors in the information's supplied nor the suitability of any of the goods ordered by the Client.

Terms of payment:

Unless agreed otherwise the following terms of payment will apply:

1. Time for payment shall be of the essence of the Invoice
2. The Company shall invoice the Customer before the beginning of the Project. The Customer shall pay any invoices issued by the Company without set off or other deductions:

for services:

- if the invoice total is below £ 600.00 (excluding material cost) the Client shall make a full payment 24 hours before the job takes place. In other cases client shall make 50% payment (excluding material cost) prior to job take place. Any remaining balance shall be cleared within 5 days from the service end date
- full payment shall be made upfront for materials

for installation:

- domestic project – Client shall make deposit payment of 50% of the invoice 10 days before the job take place, the rest of the funds shall be cleared within 5 days from final sign off
- commercial projects – Client shall make payment of 50% of the invoice 10 days before the job take place, the rest of the funds should be cleared within 10 days from the final sign off

for supply and installation:

- Client shall make payment of 40% of the Contract value when placing the Order
- Client shall make payment of 55% of the Contract value 7 working days prior to delivery of Goods
- Client shall make payment of remaining 5% of the Contract value
domestic – within 5 days from final sign off
commercial – within 10 days from final sign off

for the supply, only:

- Client shall make payment of 40% of the Contract value when placing order
- Client shall make payment of 60% of the Contract value 7 working days prior to delivery of Goods

3. If the Client either fails to pay in full any invoice from the Company by due date for payment or exceed the maximum credit facility agreed by the Company in writing, without prejudice to any right or remedy the supplier may have:
 - 3.1 all invoices issued by the Company shall immediately fall due for payment (either for this or any other contract that may exist between both parties)
 - 3.2 the Company shall be entitled to cancel or suspend any further deliveries/services to the Client under any order
 - 3.3 charge the Client interest on the amount unpaid at the rate of 8% above the base rate of the Company current account daily, whether before or after any judgment
 - 3.4 the right to charge the Client for any storage cost for all Goods so held in storage and delivery will not be made until such costs have been paid
 - 3.5 request from the Client to deliver any unpaid Goods to the Company premises. If the Client fails to do so forthwith, to enter upon any premises of the Client or any third party where the Goods are stored and mark identify and recover the Goods and the Customer grants to the Supplier, its agents, contractors and/or employees an irrevocable right to enter onto any premises for such purposes
 - 3.6 request from the Client to store the Goods on a fiduciary basis as our bailee and/or store the Goods separately and not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; and keep the Goods in satisfactory condition and keep them insured against all risk for their full price from the date of delivery

4. Company have the right to invoice for any completed part of the project at any stage of the project with standard payment terms used by the company for project completion

Delivery of goods and services

Services – the Company shall provide any services to the Customer in accordance with the Specification in all respect using reasonable care and skill, and of quality confirming to generally accepted industry standards and practices

Goods - All goods shall be required only to conform to the specification in the Specification Document. For the avoidance of doubt no description, specification or illustration contained in any product pamphlet or other sales or marketing literature of the Supplier and no representation written or oral, correspondence or statement shall form part of the contract.

1. any date of delivery is approximately only and time of delivery is not of essence
2. any failure by the Company to deliver the Goods/Services in accordance with agreed schedule shall not entitle the Client to cancel the contract
3. the Goods will be considered delivered upon arrival and prior to off-loading
4. it is Clients responsibility to off load and inspect the Goods for any damage or defect
5. it is the Client responsibility to notify the Company in writing and by marking the carriers receipt with details of damages or defects
6. should the Client fail to take delivery of the Goods on due date the Client should reimburse the Company for all cost or expense incurred in re-delivery of the Goods and for storage
7. if the Client fail to take delivery of any Services or otherwise prevent the Company from performing any Services for any reason the Client shall indemnify the Company against any cost and losses
8. should delivery be turned away due to site being unable to take or off-load it (incl weather conditions) an additional delivery cost will be incurred

9. The Client responsibility to obtain any permissions, consents, licenses or otherwise that We need and must give Us with access to any and all relevant information, materials, properties and any other matters which We need to deliver Good and/or Services to fulfill 8h day work
10. If client will fail to arrange payment “due prior to delivery” within 5 days from company notification additional storage charge will be invoiced in amount of £3.50/day for each palette, stillage
11. Any delay caused by Client in order to provide Services at agreed time will be charged additional £165.00/person/day
 - a. If delay notice is less, then 72 hours prior to works charge for delay is £165.00/person/day
 - b. If delay is less then 24 hours prior to works full day rate charge apply (£370.00 engineer, £ 225.00 labor, £575.00/team of 2 men)

The time allowed for off-loading delivery of the Goods is 2 hours, if this time is exceeded then waiting time will be charged

If permissions, consents, licenses or otherwise required to gain access to any and all relevant information, materials, properties and any other matters which We need to deliver Good and/or Services are delayed more than 30min then waiting time will be charged £35.00/hour/person

Warranties

1. Company warranty is valid only after written confirmation issued on completion
2. Any warranty will be issued only after full payment for all invoices related to the Contract are confirmed by the Company
3. The Company warrants that all Good and /or Services will on delivery conform to the specification. The Company is not liable if the Goods and/or Services are in any way unsuitable for the proposed use by the Client. The company also has no liability to ensure that the Specification conforms to any of the Clients designs, drawings, specifications or other requirements.

4. Any defects or shortages on delivery of Goods and /or Services must be notified to the Company within 3 days from date of deliver
5. No liability will be entertained for defects arising from fair wear and tear, neglect, failure to maintain, misuse or improper adjustment of the Goods nor where the defect is a result of information provided by the Client
6. The Company must be given the opportunity to inspect any defects notified tot hem and if such inspection reveals that they are liable for the defect then the Company may at there discretion either refund an appropriate amount of the purchase price, repair the Goods or provide replacement parts. When replacement Goods or parts are supplied, the Client will be responsible for the cost of removing the defective Goods or parts and installing the replacements.
7. Warranty for any services provided by the Company are for 6 month or otherwise if so stated in the Contract
8. The Company warrants that the Goods and/or Services will comply with any warranty provided by the Company in writing on delivery of the Goods or services

Liabilities

1. The Company liability is limited and will not, in any circumstances exceed the amount paid by the Client under the Contract
2. Company will not be liable (whether caused by Our employees, agents or otherwise) in connection with Goods and/or Services, for:
 - 2.1 any indirect, special or consequential loss, damage, cost or expense and/or
 - 2.2 any loss of profit; loss of anticipated profit; loss of business; loss of reputation; business interruption; or, other third party claims and/or
 - 2.3 any failure to perform any of Our obligations if such delay or failure is due to any cause beyond Our reasonable control; and/or
 - 2.4 any losses caused directly or indirectly by any failure or breach by You in relation to Your obligations and/or
 - 2.5 any loss to the choice of Goods/Services and how they meet the Client purpose or the use by Client of the Goods/Services supplied

Intellectual property rights

1. All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of the Supplier, and the Customer shall do all that is reasonably necessary to ensure that such rights vest in the Supplier by the execution of appropriate instruments or the making of agreements with third parties

Force Majeure

1. The Company shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, riot, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture

Third party rights

1. The parties to this Contract hereby confirm that the Contract and the Conditions shall not confer on any third party any right or benefit and the provisions of the Contracts (Rights of Third Parties) Act 1999 are hereby excluded in full

Severability

1. If any provision of this Conditions is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if these Conditions had been agreed with the invalid illegal or unenforceable provision eliminated

Waiver

1. No waiver or delay by either party in exercising any of its rights under the Contract shall be deemed to be waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision

Notice

1. Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the Specification Document or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report on a working day between 9am and 5pm, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post

Entire agreement

1. Each Contract constitute the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written All other terms and conditions express or implied by statute or otherwise, are excluded to the fullest extent permitted by law

Governing Law and Jurisdiction

1. These Terms and Conditions are governed by and interpreted according to English law. All disputes arising under these Terms and Conditions are subject to the exclusive jurisdiction of the English court

Definitions:

“The Company” – means Leonservices and Supply Ltd, 1 Ideas House, Eastwood Close, E18 1RT, company nr 07410612

“The Client” – means the person, firm or company whose order is accepted by Leonservices and Supply Ltd

“Goods and /or Services “ – means Goods and/or Services supplied by Leonservices and Supply Ltd in accordance with agreed Contract to the Client

“Estimate” – means proposal, tender or quotation submitted to the Client by the Company prior to Contract being made

“Contract” – means an agreement for the sale of Goods/Services by the Company to the Client