

Terms and Conditions

Your rights and liabilities in your dealings with the Company are affected by the Company's conditions of business. Please read the conditions carefully BEFORE you contract with the Company. Any order made by you constitutes acceptance thereof.

1 General

All purchases from LCP ("the Company") shall be deemed trade sales and an acceptance of these terms and conditions without variation unless in writing and signed by a Director of the Company. Purchases include exchange items and trade-ins. These conditions as applicable shall also apply to installations and servicing carried out at the customer's request.

2 Ownership

A. Property: all items purchased remain the property of the Company until paid for and until all other monies that are due to the Company on any account which that customer has or has had with the Company are satisfied in full. The customer shall have possession of the Company's items as bailee for the Company until the property therein passes hereunder. This includes stock supplied on sale or return which remains the Company's property until paid for or returned.

B. Risk: all items shall be at the risk of the customer from the time of leaving the Company's depot and remain at the customer's risk until paid for or received at the Company's depot.

C. Repossession: in the event of non-payment within the time allowed or breach of contract terms or the Company having reasonable grounds for believing the customer to be insolvent the Company may in addition to charging interest as herein after provided:-

(i) Repossesses and resell items without prior notice and for that purpose with or without vehicles and equipment enter the customer's premises or wherever the items are situate. Furthermore, at the request of the Company the customer shall store the said items at the customer's expense pending resale, allow the Company access to inspect at any time and identify such items as the Company's property.

(ii) All costs and expenses incurred by the Company in pursuing its rights hereunder shall be due and payable by the customer on demand.

(iii) The rights above are without prejudice to any other remedies of the Company.

D. All items which are delivered to the Company for repair, servicing or reconditioning shall at all times be at the customer's risk and the customer shall maintain insurance for this reason.

3 Description

Every effort is made to describe goods accurately and/or comply with customer's specific requirements however no warranty is given as to the accuracy of description and no responsibility is accepted for error misdescription or consequential loss

4 Price

A. Additional charges: the Company reserves the right to charge all levies, VAT, other taxes, storage (if any) and delivery charges in addition to price.

B. Quotations: (including supply of items and customer own unit work) do not constitute an offer and the Company reserves the right to amend or withdraw any quotations at any time. Quotations are exclusive of any additional charges.

C. Credits: a handling charge will be made against goods accepted for credit. Used units must be returned within 14 days. Engines must be clean oil drained and fully assembled. Specifically ordered items cannot be returned for credit. The acceptance of goods for credit is in the absolute discretion of the Company.

D. Pricing: The Company's current price list at the time of delivery shall apply together with all applicable additional charges.

5 Payment

A. Account customers: payment is due on the 20th day of the month following delivery.

B. Late payment: interest is chargeable against the outstanding amount of the invoice from the day following the last date for payment at 4% above National Westminster Bank Plc base rate from time to time chargeable until the date of receipt of cleared funds (whether before or after judgment) and the passing of the property in the items to the customer under 2a above.

C. Warranty breach by the Company shall not invalidate the Company's entitlement to payment of its account for items not the subject of any alleged Breach of Warranty.

6 Delivery

A. Late delivery: shall not invalidate the contact and whilst every effort is made to deliver as estimated such estimation shall not be fundamental to the contact and time shall not be of the essence in this respect. The Company shall not be

liable in any way for actual or consequential loss suffered by the customer.

B. Acceptance of delivery: shall deem the customer to have purchased and risk shall pass to the customer upon the items leaving the Company's premises. The Company shall as a result deemed to have complied with its obligations to the customer. C. Non-delivery: in the event of the customer refusing delivery or inability of the Company to deliver for any reason not in the control of the Company, the Company shall be entitled to immediate payment for items and the costs of storage (if any). The Company's delivery obligations shall cease and non-collection of the items within 7 days from the date of original attempted delivery by the Company shall entitle the Company to resell. The customer shall however remain fully liable for the original invoice together with storage costs until resale.

7 Installation and Servicing

A. All work is carried out at the customer's risk.

B. All items or units remain at the risk of the customer at all times.

C. Any warranty relates only to the parts and work actually supplied or carried out by the Company and not to any other parts of the unit.

8 Trade-ins

A. The customer warrants that: -

(i) Items are the customer's absolute property and not subject to any lien charge or legal or financial encumbrance.

(ii) Items are delivered complete and in the same condition as when seen by the Company. The Company shall be the sole judge and shall not be bound to accept goods unless so satisfied.

(iii) There is no misrepresentation as to the description of goods. In the event of misrepresentation, the customer shall repay the trade-in price to the Company on demand and at the customer's expense accept return of the goods. Risk shall pass to the customer when the misdescription is revealed and the property in any item shall pass on repayment of the trade-in price.

B. In the event that the trade-in item is not delivered to the Company within 14 days of delivery of exchange item by the Company the Company's agreement to accept a trade-in shall be rescinded without notice and the customer shall be liable for the full cost of the item delivered as if the same were a sale.

9. Guarantee

A. Shall only apply to those items where a specific guarantee is given by the Company in writing from time to time and the Terms and Conditions of those guarantees shall apply in addition to these conditions. In the event of ambiguity these conditions shall prevail.

B. Generally none is given as to the suitability of materials or design of items even if the customer's purpose or requirements are made known to the Company.

10 Instructions

Every effort is made where applicable to the Company to ensure that full instructions warnings and notices are dispatched with the items sold. No warranty is however given as to their accuracy.

11 Damages

A. As stated in 1 above all sales by the Company are at trade price and are made on the basis that the customer buys in the course of business or trade.

Limited damages

B. Damages shall be limited to the sale price of the item less an allowance for fair wear and tear.

C. No liability is accepted where in the Company's opinion (which shall be binding on the customer as the customer hereby accepts) items have been incorrectly fitted, installed or used or where items have been reconditioned or repaired not by the Company or as a result of any accident, neglect or cause beyond the Company's control.

Consequential loss

D. No liability is accepted for any claim or economic loss, loss of production, loss of profit, opportunity or bargain or other direct or indirect injury or loss or damage suffered by the customer in any way whatsoever.

E. Nothing herein shall exclude the liability of the Company for death or personal injury resulting from negligence of the Company or its servants or agents or any other liability that cannot be excluded in law.

12 Severance

If any one or more of these conditions, paragraphs, subparagraphs, phrases or words is held to be or becomes void or otherwise unenforceable for any reason applicable at law the same shall be deemed omitted therefrom and the validity and/or enforceability of the remaining provisions herein shall not be impaired or affected in any way.

13 Variation of conditions

Shall be in writing and signed by a Director