TERMS & CONDITIONS OF SALE

FORMATION OF CONTRACT
The contract between Leeds Test Objects Ltd and the Purchaser comprises the Purchasing Agreement signed by Leeds Test Objects Ltd and the Purchaser and these Terms & Conditions. Any other terms proposed by the Purchaser are excluded.

These terms and any agreements which refer to these T&Cs constitute the complete contract between the Purchaser and Leeds Test Objects.

PRICE & PAYMENT
The Price and payment terms are set out in the Purchasing Agreement. If payment terms are not set out, payment is due within 30 days of the date of each invoice.

The prices do not include delivery which will be charged per shipment at the quoted rate.

Leeds Test Objects Ltd reserves the right to charge interest on any overdue payment at in accordance with the Late Payment of Commercial Debts (Interest) Act.

All prices quoted are exclusive of VAT.

DELIVERY
All delivery dates given by Leeds Test Objects Ltd are given in good faith but dates are not guaranteed and Leeds Test Objects Ltd will not be liable to the Purchaser for any delay in delivery.

Leeds Test Objects Ltd will notify the Purchaser when the Products are ready for delivery.

OWNERSHIP & RISK
Where shipping is by Leeds Test Objects’ courier or freight account, the risk of loss or damage to the Products passes to the Purchaser upon delivery.

Where shipping is by the purchaser’s or a third party’s courier or freight account, the risk of loss or damage to the Products passes to the purchaser upon loading on board the courier’s vehicle.

Ownership in the Products will remain with Leeds Test Objects Ltd until payment in full of all amounts due from the Purchaser have been received by Leeds Test Objects Ltd.

WARRANTY & LIABILITY
Leeds Test Objects Ltd will exercise reasonable skill and care in the manufacture or preparation of Products (where applicable).

Any defects should be notified within three months of delivery and the defective Product returned to Leeds Test Objects Ltd at the Purchaser’s expense.

When Leeds Test Objects Ltd accepts that the defect is due to faulty workmanship or materials Leeds Test Objects Ltd will have the option either to repair or replace the defective Product.

The warranty given above will not apply to defects which are due to: fair wear and tear, accidental damage or failure by the Purchaser to adhere to Leeds Test Objects Ltd’s recommendations.

FORCE MAJEURE
Leeds Test Objects Ltd will not have any liability to the Buyer if prevented from performing the Contract on account of force majeure which includes, but is not limited to severe weather conditions, war, terrorism, strikes or difficulty in obtaining materials and labour. In any of these circumstances, Leeds Test Objects Ltd reserves the right to cancel or delay the Order.

INTELLECTUAL PROPERTY
All designs and intellectual property rights in Products are and will remain the sole property of Leeds Test Objects Ltd. Under no circumstances will the Purchaser copy or make use of any of Leeds Test Objects Ltd’s designs and other intellectual property rights.

PURCHASER DEFAULT
If the Purchaser (a) commits a breach of contract, or (b) fails to make a payment on the due date, or (c) becomes insolvent or has a receiver or liquidator appointed then, in any such case, Leeds Test Objects Ltd shall be entitled to cancel the contract and repossess any Products for which payment has not been received in full.

LAW & DISPUTES
The contract between Leeds Test Objects Ltd and the Purchaser is governed by English law.

Any dispute which cannot be settled amicably will be referred to mediation at the request of either party. CEDR (the Centre for Effective Dispute Resolution) will arrange the mediation. Any dispute that is not settled will be resolved in the English courts.