



# TERMS & CONDITIONS OF SALE

## FORMATION OF CONTRACT

The contract between Leeds Test Objects Ltd trading as York Test Pieces and the Purchaser comprises the Purchasing Agreement signed by Leeds Test Objects Ltd trading as York Test Pieces 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 trading as York Test Pieces 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 trading as York Test Pieces are given in good faith but dates are not guaranteed and Leeds Test Objects Ltd trading as York Test Pieces will not be liable to the Purchaser for any delay in delivery.

Leeds Test Objects Ltd trading as York Test Pieces 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 trading as York Test Pieces until payment in full of all amounts due from the Purchaser have been received by Leeds Test Objects Ltd trading as York Test Pieces.

## WARRANTY & LIABILITY

Leeds Test Objects Ltd trading as York Test Pieces 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 trading as York Test Pieces at the Purchaser's expense. When Leeds Test Objects Ltd trading as York Test Pieces accepts that the defect is due to faulty workmanship or materials Leeds Test Objects Ltd trading as York Test Pieces 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 trading as York Test Pieces's recommendations.

## FORCE MAJEURE

Leeds Test Objects Ltd trading as York Test Pieces 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 trading as York Test Pieces 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 trading as York Test Pieces. Under no circumstances will the Purchaser copy or make use of any of Leeds Test Objects Ltd trading as York Test Pieces'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 trading as York Test Pieces 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 trading as York Test Pieces 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.