



## TERMS & CONDITIONS OF SALE

1. All and any business undertaken by Lester Control Systems Limited (hereinafter called 'the company') is transacted subject to the conditions hereinafter set out each of which shall be deemed to be incorporated in and to be a condition of any agreement between the company and its customers. Any variation of these conditions is inapplicable unless accepted in writing by the company.
2. Customers entering into transactions with the company expressly warrant that they are authorised to accept and are accepting these conditions not only for themselves but also as agents for and on behalf of all other persons who are or may thereafter become interested in the company's goods or products whether in whole or part.
3. Any orders, instructions and requests placed with or given to the company may in absolute discretion of the company be complied with by the company itself by its own servants or agents performing part or all of the relevant services or manufacturing processes or by the company employing or instructing or entrusting the services manufacturing processes goods or products to others for whatever purpose on such conditions as such others may stipulate to perform part or all of the aforesaid functions including the carriage shall be binding upon them as if the customer had directly employed, instructed and or placed the or any order with any such persons as the company may employ in any transactions undertaken by the company on behalf of its customer.
4. All prices quoted by the company shall be ex U.K. warehouse unless otherwise stated and are subject to the right of withdrawal or revision by the company without notice, the company also reserving the right to vary invoices, accounts and statements submitted to the customer its servants, agents or nominees as a consequence of any currency rate or other changes outside its control.
5. Where a period is specified in which delivery is to take place and such period is not extended the customer shall take delivery within such specified period and accept the company's invoice for payment, the company reserving the right to vary the delivery period at its absolute discretion and without being liable for loss.
6. Where specifications are required the customer shall supply such specifications in reasonable time to enable the company to complete manufacture and delivery within the specified period.
7. All goods and products manufactured and or sold by the company shall as far as it is practical comply with specification and or the range set out from time to time in the catalogue of the company and or any quotation supplied by the company save that the company cannot be held responsible for any defects in respect of any parts good products or descriptions and details in or on any literature supplied by the company.
8. The company reserves the right to vary its catalogue and or the information detail and descriptions therein or in any quotation provided by it without notice and further gives no warranties implied or otherwise that any goods or products are available for immediate transmission or delivery to a customer.
9. The company gives no warranty in respect of any goods or products or parts thereof whether or not manufactured or supplied by the company save for any warranties that may be imposed upon it by statute.
10. The company will not accept responsibility for any defect howsoever arising in any of the goods or products sold and or manufactured by it unless it shall be notified in writing of any alleged defect within 28 days of such defect becoming apparent within three years of the goods being tested or the products by the customer and the company shall have sole discretion in determining whether any such defect arises as a consequence of any act or omission on the part of the company and its decision shall be final and binding upon the parties. If the company accepts any liability for any such alleged defects then the remedying of such defects and the manner of doing so shall be at the sole discretion of the company.
11. The company will not accept any liability for loss or damage to the goods and products sold and or manufactured by the company during the course of the delivery of such goods and products to the customer unless it shall be proved that any such loss or damage occurred whilst the goods were in the care and control of the company pending delivery and under its actual custody. In the event that any alleged loss or damage occurs the customer shall be bound by these conditions and the conditions of any carrier forwarder or other sub-contractor of the company as hereinbefore referred to material to the circumstances in which the alleged loss and damage (if any) arises.
12. 1) the risk in the goods supplied to the customer under this contract shall pass to the customer on delivery.  
2) Until full payment has been received by the company for all goods whatsoever (hereinafter in this clause called 'the goods') supplied by the company to the customers under this or any other contract: -  
A) Property in the goods shall remain in the company  
B) Subject to sub-paragraph (C) hereof, the customer shall be at liberty to sell the goods in the ordinary course of business provided that the proceeds of any such sale shall belong to the company and the customer shall account to the company thereof on demand.  
C) The company may by notice in writing to the customer revoke the customer's power of sale in the following circumstances: -
  - i. The customer defaults in the payment of any sum due to the company under this or any other contract and such sum remains outstanding for more than 14 days after the date on which sum fell due for payment or
  - ii. The encumbrancer takes possession, or a receiver is appointed of any part of the assets of the customer: or
  - iii. A petition is presented, or notice is given of a resolution to wind up the customer (otherwise than for the purpose of reconstruction or amalgamation): or v. The customer makes any arrangements or composition with its creditors or commits any act of bankruptcy: or v. The customer is unable to pay its debts within the meaning of section 223 act 1948 or any statutory modification or re-enactment thereof:  
D) Upon determination of the customer power of sale pursuant to sub paragraph (C) hereof the customer shall place the goods at the disposal of the company who shall be entitled to enter upon the premises of the customer for the purpose of removing the same.

## Lester Control Systems Ltd

### Head Office

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13. The company shall not in any case be liable for loss damage or delay of any kind or description arising from act of god. Nots, Civil commotion, strikes lock out stoppages or restraints of trade from any cause whether partial or genera: any consequence of war invasion act of foreign enemy. Hostilities (whether war be declared or not). Civil war, rebellion, insurrection, military or usurped power or confiscation requisition destruction or damage to property by or under the order of any government or public or local authority. Legal seizure. Inherent liability to wastage in bulk or weight latent or inherent defect, vice or natural deterioration of the goods or products and failure of the customers to take delivery within reasonable time in any case without prejudice to the rights of the company already accrued.
14. If the customer shall default in any of his material obligations to the company or commit any breach of the terms of any contract entered into by the company with the customer or any agent or nominee of the company then the company shall have the right to terminate without notice any agreements, arrangements orders or obligations of any description and invoice the customer or any work performed and expense incurred, including any loss of profit forthwith and the customer shall pay any such invoice so rendered in accordance within the applicable clauses hereof.
15. The company shall also have the right to determine any agreement arrangement order or other obligation whether contractual or not in the event that the customer shall make or offer to make any arrangement or composition with creditors, commit any act of bankruptcy or if any petition or receiving order in bankruptcy shall be presented and made against the customer and in the event that the customer is a limited company as defined by statute then if any resolution or petition to wind up (other than for the purposes of amalgamation or reconstruction) shall be passed or presented or if a receiver of the customers undertaking property or assets or any part thereof shall be appointed the company shall have the right of determination on the terms hereinbefore expressed.
16. The company further reserves unto itself the right to terminate any agreement arrangement contract order or other relationship entered into at any time and in particular if it shall come to the company's notice that the credit worthiness of the customer is such as to imply that the customers may not be able to meet its or their commitment to the company.
17. All goods and products of the customers whether manufactured by the company or not and documents relating to such goods or products shall be subject to a particular and general lien and right of detention for monies due either in respect of such goods or products or for any particular or general balance or other monies due from the customer to the company. If any monies due to the company are not paid within one calendar month after notice has been given to the customer that such goods are being detained they may be sold by auction or otherwise at the sole discretion of the company and the expense of the customer and the proceeds applied in or towards satisfaction of such indebtedness.
18. The company shall be entitled to charge interest at the rate of 3% above the current Barclays Bank PLC base rate should any account be overdue for a period or more then 30 days (such interest rate to be varied in accordance with a change in bank rates if such shall arise during the period that monies shall be owed to the company) such account to include any amount disbursed by the company on behalf of a customer.
19. All agreements between the company and its customers shall be governed by English law and within the exclusive jurisdiction of the courts of the United Kingdom.

#### Cancellations and Returns

20. LCSL may, at its discretion and in writing, allow an order to be cancelled where there is no fault with the product subject to LCSL recovering from the Customer the costs incurred by LCSL, and subject to the processing charge provided for in this clause 20.

20.1 Goods may be returned for credit only when prior permission has been given granted by LCSL. We reserve the right (and at our discretion) to charge a handling/re- stocking fee of £ 50 minimum. The original delivery charge will still apply.

20.2 In the event of cancellation of part of any order only, LCSL may invoice the Customer any difference in selling price per unit applicable to the quantity actually despatched up to the time of cancellation compared to the quantity ordered.

20.3 Customers may only return products to LCSL, and receive a credit or refund or replacement on the following conditions:

i The Customer should contact LCSL to obtain a returns number (to be quoted on all relevant paperwork)

ii Return must be made within 30 days of the date of delivery or collection of such product(s).

iii Products must be returned to LCSL in their original condition and packaging and in a condition which will enable them to be immediately fit for re-sale;

iv Products must be returned to LCSL adequately packed and clearly labelled to: CUSTOMER RETURNS DEPARTMENT, Lester Control Systems Ltd., Unit D 18 Imperial Way, Croydon. Surrey. CR0 4RR.

v The Customer must quote the Returns Number on the parcel being returned.

20.4 Where the Customer returns products to LCSL not in accordance with clause 12.4 (i) – (iv) above (for example, after the period for returns has expired or in an unfit state) LCSL may refuse to accept the return and return the products to the Customer at the Customer's expense or may apply a handling charge which relates to the actual cost of reprocessing.

20.5 This no fault returns policy excludes software, calibrated products, production packaging products, non-catalogue products, extended range products, specially manufactured products and any products marked as non-cancellable (NC) or non-returnable (NR).

20.6 LCSL accepts no responsibility for any loss of or damage to products in transit from Customer to LCSL .

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