

TERMS AND CONDITIONS OF BUSINESS – LWS INTERIOR SOLUTIONS LTD

All business is conducted with LWS Interior Solutions Ltd, 24 Bridge Street, Newport, South Wales, NP20 4SF, Trading from Units 1&2 Oak Business Units, Thorverton Road, Exeter, Devon, EX2 8FS.

You are deemed to have accepted these Terms and Conditions when you accept our invitation to open an account on whatever terms stated.

You acknowledge that you have not relied upon any statement, promise or representation made or given by or on our behalf. The Conditions apply to the Contract to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

- 1 All sales are made subject to the terms and conditions printed below and shall not be altered in any way whatsoever except, where agreed in writing by LWS Interior Solutions Ltd.
- 2 All specifications, tolerances, dimensions, colours are all subject to the relevant DIN Standard and/or normal manufacturing tolerances. Illustrations, descriptive matter, catalogues, websites or any other advertising materials are for information purposes only and shall not form part of the contract in any way whatsoever.
- 3 Upon delivery and prior to fitting, **ALL** items need to be thoroughly checked to ensure there are no signs of damage. Any manufacturing faults must be reported to us within **48 hours, and prior to fitting**. We will not be held responsible for any issues identified once fitting has commenced. Please call our support department on **01392-409320** or email **help@lwsis.co.uk**, if you have any concerns.
- 4 The sellers shall not be responsible for any loss, damage, delay or non-performance arising whether directly or indirectly from a cause or causes outside the Sellers control in any manner whatsoever.
- 5 In the event of the Buyer requesting and the Seller accepting a delay in delivery for an excess of thirty days or more, then payment becomes immediately due for any goods already manufactured
- 6 No claim for either damage or shortage will be entertained unless the delivery note, collection note, or carriers note is endorsed accordingly, and, the Seller is notified in writing before 5pm on the next working day following the day of delivery. Goods that are

not required or have been ordered incorrectly by the Buyer will only be accepted for return provided that the Seller is notified in writing within 5 working days from the date of delivery. The Seller reserves the right to apply a re-stocking charge of between 25%-40%. Bespoke goods cannot be returned.

- 7 In the event of any claim for a quality or manufacturing defect, the Buyer will arrange adequate inspection facilities for the Seller and will ensure that all goods are stored and fully protected. We have the right to charge a **£75.00 inspection fee**, which will be refunded if the goods are established as having a manufacturing fault.
- 8 The Sellers liability for any claim is limited to the selling price of the goods and they shall in no manner whatsoever be liable for any consequential loss or other damage of any nature caused by or connected with any defects in the goods.
- 9 Ownership of the Goods sold, shall not pass to another party until payment of the total amount owed by the Buyer in respect thereof has been made to the Seller.
- 10 Payment unless otherwise agreed in writing is due 30 days following delivery. In the event of non-payment interest becomes due from the date until payment is received and shall be calculated per diem on HSBC Bank Plc Base Rate plus 8 per cent. Such interest claimed will not prejudice the Sellers option to obtain payments of all amounts due by any means whatsoever
- 11 Failure by the Buyer to pay for any goods by the due date entitles the Sellers at their option to cancel any unshipped balances without prejudice to their right to damages.
- 12 In the event that a Limited Company is unable to meet its liability in respect of goods received, then the Company Directors are personally jointly and severally liable.
- 13 This contract shall be governed by the Laws of England and the Buyer accepts the exclusive jurisdiction of the English Courts in relation to any dispute, which may arise in connection with this contract.

INTERPRETATION

A 'business day' means any day other than a Saturday, Sunday or Bank Holiday in England and Wales.

Words written in the singular shall include the plural and vice-versa.

SERVICES

Illustrations, descriptive matter websites and all other advertising material are for information purposes only, and do not form part of a contract in anyway, whether implied or otherwise.

COMPLAINTS PROCEDURE

In the unlikely event of any claim for quality or manufacturing defects that you are not satisfied with, please inform us by 5pm on the next working day following the delivery. We request photographic evidence be sent by email to help@lwsis.co.uk whereupon we will arrange collection, inspection or replacement. Our support department can be contacted on: [01392-409320](tel:01392-409320) Mon-Fri 9am-5pm, or email help@lwsis.co.uk

Please submit images to help@lwsis.co.uk both close up, and of the room setting. We will also require a copy of your receipt showing the date of purchase and items purchased. Once we have ascertained the date, we will respond. As an independent manufacturer, we will endeavour to find a solution that is amicable. However, failure to follow fitting instructions, use of necessary related products, or if the images show poor maintenance of goods, then this could result in your claim being invalid.

We aim to deal with any complaint received within 5 working days. (Excluding Weekends and Bank Holidays). Should there be any reason for a delay, we will notify you as soon as we are able.

Our liability will always be limited to a full refund of the goods purchased. Our liability specifically excludes compensation for loss or damage due to indirect or consequential loss or damage. The maximum liability will be a refund of moneys paid by you.

Any dispute or difference arising out of or in connection with this contract shall be determined by the appointment of a single arbitrator to be agreed between the parties, or failing agreement within fourteen days, after either party has given to the other a written request to concur in the appointment of an arbitrator.