

# Lucasaide Ltd Lucasaide-Gems Ltd

## Standard Terms and Conditions of Sale

### CONTRACTS:

- 1) Contracts are made and orders accepted only upon and subject to these conditions of sale. All other conditions are hereby excluded unless accepted in writing.
- 2) Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance, price list, acceptance or offer, invoice or other document or information issued by the seller Lucasaide Ltd, shall be subject to correction without any liability on the part of Lucasaide Ltd.

### PRICES:

- 1) Lucasaide Ltd reserve the right to review and change prices without prior notice in the event of Suppliers Price changes, fluctuation in the value of the pound sterling or other influences outside our control.
- 2) Firm price quotations are valid for a period of one month only, from the date of quotation. Lucasaide Ltd at their absolute discretion may accept or reject any order placed by the buyer

### LUCASAIDE LTD RETURNS POLICY:

#### Returned Goods

If you decide that you do not want any item which we have delivered then, provided that it is returned to us in its original and unused condition (including in its original packaging), along with the wrapping and delivery note (as proof of purchase) within 7 days of delivery, we will exchange it or offer a refund. All unwanted goods will be subject to a handling charge.. We would recommend you use a tracked / recorded delivery method, as we cannot be held liable for missing or damaged goods. This guarantee is in addition to and does not affect your statutory rights. If you post the item to us, we will endeavour to send you a replacement or refund your payment, within 14 days

#### Limitation of Liability

We accept no liability for consequential damage, loss or personal injury (except where this has been caused by our negligence) of whatsoever kind as a result of the use of any goods sold by us nor can we undertake to bear the cost of any work involved in refitting a new or repaired part.

#### Faulty Goods

If you purchase a product from us, which is found to be faulty we will supply a replacement product, arrange for a repair or give you a refund of no more than the purchase price. We cannot be held liable for any additional costs that may be incurred. Simply return it to us Please note that we will refund the cost of postage up to but not more than the original postage amount. This applies to faulty goods only. We aim to dispatch a replacement product, arrange a repair or refund your money within 14 days

### GUARANTEE:

- 1) Goods supplied are guaranteed for 12 months (unless otherwise stated in writing) against faulty materials and workmanship, but not against defects arising from miss-use, neglect or normal wear and tear. Goods considered faulty should be returned promptly with full purchase details and the reason for their return.
- 2) Goods found to be faulty under the terms of a guarantee will be repaired or replaced at our discretion. Alternatively, at our discretion , a credit note for the cost price of replacement parts will be issued. We reserve the right to make a handling charge if goods are found not to be faulty.

### THE GUARANTEE DOES NOT AFFECT THE STATUTORY RIGHTS OF ANY CUSTOMER

### LIABILITY

- 1) All conditions and warranties expressed or implied (other than to title ) are hereby excluded except the sellers implied undertaking as to conformity of goods with description or sample, quality and fitness for a particular purpose (so far as applicable ) which shall apply in any sale by us direct to any person dealing as consumer
- 2) No representation is given as to the specification, performance or otherwise of the goods sold, nor is any assurance given as to the reliability of any data included in any catalogue or other document, none of which shall accordingly form part of the contract or we be liable for save in respect of liability for death or personal injury resulting from

negligence and for breach of the sellers undertaking as to conformity of goods with description or sample, quality and fitness for a particular purpose so far as applicable in the case of a sale by us direct to a person dealing as consumer.

- 3) Our total liability in respect of all claims for loss or damage attributable to any defect in or failure or unsuitability of the goods supplied or to any negligence or breach of duty in relation thereto shall be limited to their contract price. Subject as aforesaid in no circumstances shall we be liable for any consequential loss or damage caused by or arising from or attributable to the use or inability to use the goods supplied or to any delay in delivering the same. This condition does not affect the statutory rights of any consumer.

#### **DAMAGE, LOSS & SHORT DELIVERY:**

- 1) On delivery, the buyer shall examine the goods for defects and completeness. Thereafter no claim for damage in transit, for shortage in delivery or for loss of goods will be entertained unless in the case of damage, a separate notice in writing is given to the carriers, or to Lucasaide Ltd within 3 days of the receipt of goods. In all cases a signature "unexamined" shall be deemed to be an unconditional acceptance of the goods.
- 2) Lucasaide Ltd shall not in any circumstances be liable, whether in contract or tort, to the buyer for any indirect or consequential loss or damage (including without limitation, loss of profits, loss of contract or damage to property ) or for any claim against the buyer by any third party and the guarantee given by Lucasaide Ltd hereunder shall not be transferable to any person.
- 3) Lucasaide Ltd liability for damage or non delivery of goods duly notified in accordance with the above shall in any event be limited to repair or replacement of the goods within a reasonable time (or at Lucasaide Ltd. option, refunding the price thereof ) whether the damage or non delivery is due to Lucasaide Ltd. negligence or otherwise.

#### **RETENTION OF TITLE:**

- 1) Notwithstanding delivery and the passing of risk in the goods or any other provision of these conditions, the property in the goods shall not pass to the buyer until Lucasaide Ltd. have received in cash (or cleared funds ) payment in full of the price of the goods and all other goods and services agreed to be sold by Lucasaide Ltd. to the buyer for which payment is then due.
- 2) Until such time as the property in the goods passes to the buyer, the buyer shall hold the goods as Lucasaide Ltd. fiduciary agent and bailee and shall keep the goods separate from those of the buyer and third parties and properly stored, protected and insured and identified as Lucasaide Ltd. property, until that time the buyer shall be entitled to resell or use the goods in the ordinary course of its business, but shall account to Lucasaide Ltd. for the proceeds of sale or otherwise of the goods, whether tangible or intangible, including insurance proceeds and shall keep all such proceeds separate from any monies or property of the buyer and third parties and in the case of tangible proceeds, property stored, protected and insured.
- 3) Until such time as the property in the goods pass to the buyer (and provided the goods are still in existence and have not been resold ) Lucasaide Ltd. shall be entitled at any time to require the buyer to deliver up the goods to Lucasaide Ltd. and if the buyer fails so forthwith, to enter upon any premises of the buyer or any third party where the goods are stored and repossess the goods.
- 4) The buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness, any of the goods which remain the property of Lucasaide Ltd., but if the buyer does so all monies owing by the buyer to Lucasaide Ltd shall (without prejudice to any other right or remedy of Lucasaide Ltd ) forthwith become due and payable.

#### **PAYMENT:**

Where Lucasaide Ltd. have granted the buyer a credit facility, the price for the goods and or services shall be paid by the buyer on or before 30 Days following the Day in which the goods are Invoiced. (The due date) or if Lucasaide Ltd. shall require, to be paid on or before delivery.

#### **NOTE.**

Lucasaide Ltd changed name and registered Office to:

Lucasaide – Gems Ltd. Branchflowers Office, Slimbridge House, Station Road, Bishops Lydeard, Taunton, Somerset. TA4 3BX, UK.

Tel: 0044(0)1823 61 77 67 / E-mail: [sales@lucasaide-gems.com](mailto:sales@lucasaide-gems.com)