

LION Engineering Services Limited Trading Terms (General)

Orders or contracts with LION engineering Services Limited (*hereinafter called LION*) are subject to the following conditions of sale.

1. All quotations provided and all completed sales made are on the condition that although the goods supplied are of sound commercial quality and reasonable care has been taken in manufacture there is no guarantee as to suitability for any specific purpose, even if that purpose is known to LION.
2. The price quoted excludes VAT (unless otherwise stated). VAT shall be charged out at the rate at time of delivery.
3. Prices quoted (unless otherwise stated) are ex-works Gt Yarmouth and excludes delivery duty and any local taxes. Quotation validity unless notified shall remain applicable for 28 days.
4. LION reserve the right to adjust prices due to fluctuations in the cost of raw materials, industry surcharges and labour. LION will take reasonable steps to ensure any cost increases are kept to a minimum and keep customers informed.
5. The purchaser agrees to inspect goods immediately following delivery and shall give to LION immediate written notice of any claim that any of the goods are not of stated quality. Purchaser's failure to give said notice of any claim shall constitute unqualified acceptance of goods provided.
6. Delivery takes place when either at our premises if purchaser has arranged transport or at the customer's premises if LION arrange carriage. Any date given for delivery by LION will be approximate only and no guarantee is given; delivery times commence from receipt of written order.
7. LION's liability in respect of goods supplied is limited to the purchase price of the goods in respect of which there is a claim. We are not liable for any other loss or damage (including indirect or consequential loss, financial loss, loss of profits or loss of use) arising from the contract or the supply of goods or their use even if we are negligent. LION shall only accept liability for work carried out by LION on customer supplied free issue materials, LION will not be liable for replacement costs of any free issue materials for whatever reason.
8. Invoices are payable in UK Sterling unless otherwise agreed. Interest charges at the rate of 12% per annum will be charged on invoices not paid within 60 days from date of invoice.
9. Payment terms are strictly nett at the end of the month following the month of delivery of the invoice. Until such time as payment has been received and cleared the title of the goods remain the property of LION.

VAT No: 640309958
Company Registration No: 2844681

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10. No orders may be cancelled or goods returned without LION's written consent. If the order is cancelled for any reason the purchaser shall be required to pay us for all stock used, finished or unfinished which costs may apply and are committed to the order.
11. If we are unable to perform our obligations to you because of circumstances beyond our own control, we may cancel or suspend any of our obligations to you, without liability. Those circumstances include act of God, accident, explosions, fire, flood, transport delays, strikes and other difficulties in LION obtaining supplies.
12. The customer shall indemnify LION against all damage loss costs, claims and expenses arising out of any infringement of any patent registered design, trademark, trade name or copyright or any claim for passing off arising out of work carried by us in accordance with the customer's specification.
13. The customer agrees not to disclose or use any confidential or proprietary information themselves or pass over to a third party, relating to LION's specifications without the prior written consent of the company. All loss suffered and expenses incurred as a result of a breach of this clause shall be claimed.
14. This contract is applicable to English law and to any contract made under these terms.

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