



*The Electricians' Choice*

Best in class since 1946

## 1. General

Lewden Ltd ('we, us, our') sell our products to a purchaser ('you/your/yourself') only upon the conditions set out below. These conditions supersede all previous terms and conditions and replace any terms and conditions previously notified to you. No variation of these conditions is binding on us unless specifically agreed in writing between you and one of our authorised representatives.

## 2. Orders

a) Any quotation is an estimate only and remains valid for the time stated in the quotation and only applies to the quantities and products quoted for. Quotations may be withdrawn by us at any time during this period by oral or written notice.

b) The contract between you and us shall come into effect on our acceptance of your order. You are responsible for the accuracy of any order placed by you.

c) The price for products will be the price in force as at the date of despatch.

## 3. Terms of Payment

a) Our terms of payment are cash or cleared funds within 30 days of the date of the invoice, unless agreed otherwise in writing. Time for payment is of the essence.

b) Late payments attract interest compounded with monthly rests at the rate of 2% above base rate per annum.

c) If full payment is not made to us when due we may withhold or suspend future or current deliveries of products and delivery under any other contract with you and all other invoices become immediately due and payable.

d) Our prices are exclusive of any applicable VAT which is payable in addition.

## 4. Delivery

a) All our products are sold by us EXW (ex works) Incoterms 2020, except to the extent this is expressly varied by these conditions. However we will arrange shipping of products on your behalf. Our prices include shipping within the UK where your order value is £150 (excluding VAT) or more. Where your order value is less than £150 (excluding VAT) and to be shipped within the UK then we will also charge you for any costs of shipping. Shipping outside of the UK is never included in our prices, and we will always also charge you for any costs of shipping. Any costs of shipping will be notified to you at the time you place your order.

b) You will also be responsible for any customs charges, import duties and tax and import/export clearances where products sold to you are exported from the UK.

c) Dates for delivery and/or performance are estimates only and are not guaranteed. Time is not of the essence in relation to such dates. They are also subject to any matter beyond our reasonable control.

## 5. Property and Risk

a) Risk of damage to or loss of the products shall pass to you on despatch. However we will accept risk of damage or loss of the products where we have arranged shipping on your behalf and to the extent we are able to recover compensation from the shipper for any loss or damage to the products.

b) We shall retain title and ownership of the products until we have received payment in full in cash or cleared funds of all sums due and/or owing for all products supplied to you by us under this contract and any other contract with you.

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- c) Until payment in full of the price for all products supplied to you, the products shall be stored separately from any products or goods belonging to you or any third party and must be clearly marked and identified as being our property. You agree that we shall be entitled to enter your premises to check compliance with this clause.
- d) Whenever any circumstances arise that would entitle us to terminate this contract you automatically lose your right to re-sell and use the products in which we retain title.
- e) If our products are processed or incorporated into other products then the products so produced shall be our property either solely or in such proportion to the cost price of the products supplied by us to the cost price of other raw materials or other items incorporated into the other products.

## 6. Indemnity

Without prejudice to any other right or remedy we may have, you agree to indemnify and keep indemnified us against any and all losses, lost profits, damages, claims, costs (including legal costs on a full indemnity basis), claims, actions and any other losses and/or liabilities arising from or due to any breach of contract, any tortious act and/or omission and/or any breach of statutory duty by you.

## 7. Cancellation of Orders

- a) Orders for standard products may be cancelled or modified by you before the standard products are despatched. Changing your order value or final shipping destination may affect whether you have to pay additional shipping costs.
- b) Orders for non-standard products (whether manufactured or purchased by us at your request) may only be cancelled prior to despatch on condition that you compensate us for our costs.
- c) No right to cancel or modify any orders applies after despatch. All requests to cancel or modify your order must be sent to [returns@lewden.co.uk](mailto:returns@lewden.co.uk). For more information please refer to our Order Amendment/Cancellation Policy, and copies are available upon request.

## 8. Repairs, Replacements and Returns

- a) We will at our option either refund the price, repair or replace free of charge any missing products, any defect in products which would be apparent on inspection and any defects in products due to damaged packaging provided that this is notified to us within 2 working days of physical delivery to you or, in the event of total non-delivery, this fact is notified to us within 2 working days of receipt of the invoice by you or expected day of physical delivery to you, whichever is later.
- b) All returns of defective products must be agreed in writing and pre-arranged with us before you return any products and/or associated damaged packaging. All requests to return must be sent to [returns@lewden.co.uk](mailto:returns@lewden.co.uk). You will be initially liable for any costs of returning defective products and/or damaged packaging to us. For more information please refer to our Returns Policy at [www.lewden.com/about/products-return-policy](http://www.lewden.com/about/products-return-policy).

## 9. Product Warranty

- a) All our products have a standard warranty of 2 years from the date of delivery of the products to you, unless the products are surge protection and LED lighting products and in this case for those products the standard warranty is extended to 5 years. We may agree with you a different warranty period in writing. Please note that we have a separate warranty for our Siena EV Charger and this can be found at <https://www.lewden.com/terms-and-conditions>.
- b) Our warranty excludes any faults or defects arising from fair wear and tear, wilful damage, abnormal working conditions, failure to properly install and to follow our instructions (whether oral or in writing),

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misuse or alteration or repair of the products without our approval, improper maintenance or negligence on your part or third party or any fault or defect in the products at delivery which should have been apparent on inspection.

c) If any products prove to be defective and are covered by the warranty in clause 9(a) above and provided that you have a right to claim (including but not limited to providing us with proof of purchase) then we shall at our sole option either repair, replace or refund the price of such products. The repair, replacement or refund is your sole remedy in respect of claims under the warranty under clause 9(a) above.

d) For more information on our product warranty please refer to our Returns Policy, at [www.lewden.com/about/products-return-policy](http://www.lewden.com/about/products-return-policy).

#### 10. Termination

We may immediately terminate any contract to supply products to you if you:

- a) fail to make any payment to us when due under any contract;
- b) breach the terms of any contract with us (and if remediable the breach has not been remedied within 14 days of receiving notice requiring it to be remedied);
- c) persistently breach any one or more terms of any contract with us;
- d) cease or threatens to cease to carry on business;
- e) appear to us due to your credit rating to be financially inadequate to meet your obligations under any contract with us;
- f) are declared or become insolvent or bankrupt, have a moratorium declared in respect of any of your indebtedness, enter into administration, receivership, administrative receivership or liquidation or threaten to do any of these things, take or suffer any similar action in any jurisdiction or any step is taken (including, without limitation, the making of an application or the giving of any notice) by you or by any other person in respect of any of these circumstances; and/or
- g) we reasonably believe that any of the above events are about to arise.

#### 11. Limitations of Liability

- a) No oral warranties or representations shall bind us. You acknowledge that you do not rely on any representation or warranty that has not been made in accordance with these conditions.
- b) We shall have no liability to you for defective products, products not despatched or products damaged or lost in transit unless the event is notified to us within the appropriate time limit set out in these conditions.
- c) We shall have no liability for additional damage, loss, liability, claims, costs or expenses caused or contributed to by your continued use of defective products after a defect has become apparent or suspected or should reasonably have become apparent to you.
- d) You shall give us a reasonable opportunity to remedy any matter for which we are liable before you incur any costs and/or expenses in remedying the matter yourself.
- e) You shall provide to us written evidence of any claims for which it is alleged that we are liable together with written details of how the loss was caused by us before we shall have any liability for the claim by you.

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- f) We shall have no liability to you to the extent that you are covered by any policy of insurance you have and you shall ensure that your insurers waive any and all rights of subrogation they may have against us.
- g) We shall have no liability to you for any: loss of profits; damage to goodwill; special damages; business interruption; loss of business, contracts, opportunity or production; or indirect or consequential losses.
- h) Our total liability to you in connection with any contract for the sale of our products shall not exceed 150% of the purchase price for those products.
- i) Nothing in this contract shall exclude or limit our liability for death or personal injury due to our negligence or any liability which is due to our fraud or any other liability which it is not permitted to exclude or limit as a matter of law.
- j) All warranties, terms, conditions and duties implied by law relating to fitness, quality or adequacy are excluded to the fullest extent permitted by law.
- k) We shall not be liable for any delay or failure to perform any of our obligations under the contract if the delay or failure results from events or circumstances outside of our reasonable control, including but not limited to acts of God, epidemics, pandemics, strikes, lock outs, lockdowns, accidents, war, fire, flood, breakdown of plant or machinery or shortage or unavailability of raw materials. In such cases we are entitled to a reasonable extension of our obligations. If the delay persists for such period as we consider unreasonable, we may without any liability on our part, terminate our contract with you or any part of it.
- l) Each of the limitations and/or exclusions in these conditions shall be deemed to apply to all of: liability for breach of contract (including fundamental or repudiatory breach); liability in tort (including negligence); liability for breach of statutory duty; and liability for breach of common law or liability under any other legal basis.

## 12. Governing Law

This contract and any disputes in connection with this contract are governed by and interpreted in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

## 13. Privacy Policy

Any personal information that we obtain is processed in accordance with the relevant privacy policy that can be found at [www.lewden.co.uk](http://www.lewden.co.uk).

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