



1. Basis of Contract

All contracts for the sale of goods or supply of services by LGM Engineering Ltd (“the Seller”) are subject to these Conditions, which shall prevail over any terms in the Buyer’s purchase order or other documentation unless expressly agreed in writing by a Director of LGM Engineering Ltd.

Acceptance of the Seller’s quotation or delivery of goods shall constitute unqualified acceptance of these Conditions.

2. Quotations & Prices

Prices quoted are valid for 30 days unless otherwise stated and are exclusive of VAT, carriage, and packaging. The Seller reserves the right to adjust prices to reflect increases in labour, materials, or other costs incurred before delivery.

3. Payment Terms

- Payment is due End of Month (EOM) 30 days from the invoice date.
- Time of payment is of the essence.
- The Seller reserves the right to charge interest at 4% per annum above Lloyds Bank Base Rate on overdue amounts until paid in full.
- The Buyer may not withhold or offset any sums unless agreed in writing.

4. Debt Recovery & Collection Costs

If any invoice remains unpaid beyond the agreed terms, LGM Engineering Ltd reserves the right to engage external debt recovery agencies or legal representatives to recover the outstanding balance.

All collection charges, legal fees, administrative costs, and interest incurred in the recovery process shall be added to the amount due and become payable by the Buyer in full.

The Seller may also, at its discretion, suspend further deliveries or services until the outstanding balance and any recovery costs are settled in full.

5. Delivery & Risk

Delivery dates are estimates only. The Seller shall not be liable for delay or failure to deliver arising from circumstances beyond its reasonable control, including shortage of materials, labour, transport issues, or acts of God. Risk in the goods shall pass to the Buyer on delivery, but title shall not pass until payment is received in full.

Unit 4 Epsom Business Park, Kiln Lane, Epsom, Surrey, KT17 1JF
Tel: 0800 3213983 Email: info@lgm-eng.co.uk
VAT Reg: 886893638 Company Number: 9039399
Bank Name: NatWest Sort Code: 60-01-04- Acc. No.41660811

6. Retention of Title

- Property in all goods shall remain with LGM Engineering Ltd until all sums due under the contract (and any other contracts between the parties) are paid in full.
- Until title passes, the Buyer shall hold the goods as bailee, store them separately, and mark them as the property of the Seller.
- If payment is overdue, the Seller may enter the Buyer's premises to recover goods without notice, and resale proceeds shall be held on trust for the Seller.

7. Inspection & Acceptance

- The Buyer shall inspect the goods immediately upon delivery.
- Any claim for non-delivery, shortage, or defect apparent on inspection must be notified in writing within 7 days of delivery, and any claim for latent defect within 14 days of discovery.
- If no notice is received, the goods shall be deemed accepted and in accordance with the contract.

8. Warranty

- The Seller warrants that goods and services shall conform to the agreed specification at the time of delivery.
- No warranty period shall apply unless expressly agreed in writing before order acceptance.
- The Seller gives no warranty or condition (express or implied) as to fitness for purpose, merchantability, or satisfactory quality beyond that required by law.
- The Seller's liability is limited to, at its option, repair, replacement, or refund of the defective item.
- No claim shall be valid if the goods have been altered, misused, installed incorrectly, or subjected to abnormal conditions.

9. Liability

- The Seller's total liability under any contract shall not exceed the limits of its insurance cover:
 - Public & Products Liability – £5,000,000
 - Property Damage – £1,100,000
- The Seller shall not be liable for indirect, consequential, or economic losses, including loss of profit, production, or reputation.
- All implied terms, conditions, or warranties (statutory or otherwise) are excluded to the fullest extent permitted by law.

10. Cancellation & Termination

Orders may not be cancelled or deferred without the Seller's written consent. If the Buyer fails to pay on time or becomes insolvent, the Seller may suspend or terminate all contracts immediately and recover all losses and costs incurred.

11. Drawings, Specifications & Intellectual Property

All drawings, specifications, and documents supplied by the Seller remain its property and shall not be copied, disclosed, or used for any purpose other than the agreed contract. The Seller shall not be liable for errors in materials or information supplied by the Buyer.

12. Force Majeure

The Seller shall not be liable for failure to perform due to events beyond its control, including industrial action, breakdown of machinery, fire, flood, or government restrictions. In such cases, delivery may be suspended or the contract cancelled without liability.

Unit 4 Epsom Business Park, Kiln Lane, Epsom, Surrey, KT17 1JF
Tel: 0800 3213983 Email: info@lgm-eng.co.uk
VAT Reg: 886893638 Company Number: 9039399
Bank Name: NatWest Sort Code: 60-01-04- Acc. No.41660811

13. Insurance

LGM Engineering Ltd maintains the following cover:

- Public & Products Liability – £5,000,000
- Employers' Liability – £10,000,000
- Property Damage – £1,100,000

Evidence of cover is available upon request.

14. Prevailing Terms

These Conditions shall prevail over any conflicting or additional terms contained in any purchase order or other document issued by the Buyer. No variation shall be valid unless agreed in writing by both parties.

15. Withdrawal of Quotations & Termination of Trading

- Any quotation issued by LGM Engineering Ltd is an invitation to treat only and may be withdrawn or amended by the Seller at any time before written acceptance of an order, without liability.
- The Seller may, at its discretion, decline, suspend, or terminate supply to any Buyer or cancel any quotation or order at any time.
- In such circumstances, the Seller shall not be liable for loss of profit, delay, or any consequential cost incurred by the Buyer in obtaining alternative supply or performance.
- Termination under this clause shall be without prejudice to the Seller's rights to recover outstanding sums or to pursue any other remedy under these Conditions.

16. Governing Law & Jurisdiction

This contract shall be governed by and construed in accordance with the laws of England and Wales. The parties submit to the non-exclusive jurisdiction of the English Courts.

Notice

These terms and conditions apply to all quotations, sales, and order confirmations issued by LGM Engineering Ltd. By placing an order, the Buyer acknowledges and agrees to be bound by these Conditions in full.