

Terms and Conditions

ACCEPTANCE - All orders are accepted on the following terms and conditions of trading, the payment of a deposit signifies acceptance of these terms. All orders or contracts are deemed to be made at the sellers registered office unless otherwise agreed in writing by the seller. No order shall be deemed accepted by us until we are in receipt of the initial deposit and our official acknowledgement has been despatched.

PRICES – Prices are quoted on the basis of a fixed rate of exchange. Leopold Cameras Ltd reserves the right to charge a currency fluctuation surcharge based on the exchange difference between the point of quotation and delivery/invoice of the goods. We reserve the right to increase prices regardless of any price list existing at a given time. V.A.T. is chargeable at the current rate.

DESCRIPTION - All descriptions and particulars furnished in price literature and other documents issued by us are as accurate as possible, but being given for general information are not to be treated as binding unless specifically confirmed in writing. Any performance figures given by us are based upon our general experience and are such as we expect to achieve. We will, however, accept no liability in those figures that are not obtained unless we specifically guarantee them in writing.

DELIVERY - Time for delivery is given as accurately as possible, but it is not guaranteed and is subject to extension to cover delay caused by strikes, lockouts, works breakdown, delay in transport, shortage of raw materials, Government Regulations or requirements, any cause whatsoever, whether or not similar to these above mentioned beyond our control. Leopold Cameras Ltd accepts no responsibility for any extension of the delivery date. It is intended as a guideline only, and is not binding unless the result of an extraordinary contract being drawn up and signed by both parties. No contra charges or consequential charges will be accepted by Leopold Cameras Ltd as a result of the extended delivery time. Any local tax or duties payable upon delivery or import of the equipment are the sole responsibility of the purchaser.

STANDING TIME - In the event of delays which are clearly attributable to failure to provide the required amenities and site conditions, we reserve the right to charge sixty pounds per hour standing time. If there are any doubts about site conditions or whether the appropriate preparations have been made, it is the responsibility of the purchaser to ask our advice prior to our installation crew coming on site.

SERVICE AND ACCESS TO SITE - It is the customer's responsibility to provide the services to the siting of the equipment, as laid down in our installation drawings. Our engineers are not allowed to help in the site preparation. Provision must be made to enable engineers to pass equipment through the doors, corridors or stairs and have the site clear so as not to hamper installation, resulting in standing time charges.

CANCELLATION - Cancellation on an order prior to delivery may be accepted upon the forfeit of the deposit payment. However, we reserve the right in cases of custom built, non-standard, units to demand further sums to re-imburse for manufacturing time freight charges and the final loss upon resale of goods.

STORAGE - Storage can be charged by Leopold Cameras Ltd if the goods have not been delivered due to the customer not being able to accept them within three weeks of notification that the equipment was ready for delivery.

LIMITATION OF LIABILITY - We accept no liability for any damage which may occur after delivery or attributable to the goods or services we provide.

PASSING OF PROPERTY - It is the intention of the parties that the legal property in the goods are the subject of this contract and shall remain with the seller and shall not pass to the buyer until the full purchase price has been paid.

REPOSSESSION BY SELLER - Where the buyer has committed an Act of Bankruptcy or where the buyer is a limited company, a receiving or winding up order has been made with the subject of that company, and the property in the goods the subject of this contract have not passed to the buyer but remains to the seller, the buyer shall within 21 days of such Act or Order give notice in writing of the same to the seller and shall afford the seller reasonable opportunity and access to repossess the said goods.

INTERPRETATION - These items shall be construed in accordance with English Law and shall be subject to the jurisdiction of English Courts.

RETENTION OF GOODS - All goods and materials delivered to the site by us or on account of instructions given by us are to remain our property and title will not pass until the said goods and materials are paid for in full. However, risk will pass to the customer when the said goods and materials are delivered to the site. Until payment to us of the total amounts owing by the virtue of the contract, the customer shall act as our trustee in respect of goods and materials. Nevertheless, the customer is entitled to resell the goods and materials to third parties in the normal case of business, on the condition that the goods and materials or anything or things incorporating the goods and materials and any amounts received from the third parties for the goods and materials are held by the customer as our trustee pending payment to us in full and the customer hereby assigns to us all the rights and claims that the customer has against any such third party.

INSTALLATION and TESTING – It is the purchasers responsibility to provide all consumables and materials for installation and testing of the equipment during and following installation. Leopold Cameras Ltd will not be liable for any costs of materials or energy used during the installation setup and testing of the equipment. All costs of consumables are the responsibility of the purchaser.

WARRANTIES - Processors, Printers, Cutters, and Accessories are warranted for one year, with 6 months labour charges except for products having a limited warranty. No guarantee claim will be entertained by the company unless a full payment for the goods supplied has been made. Any claims arising under this warranty can only be considered after due examination of the faulty parts by our Technical Staff at Lancaster Road.

GENERAL - The Customer's remedies in respect of any claim under the foregoing express warranty or against the manufacturer or supplier as foresaid or any claim under any condition or warranty implied by law or any other claim in respect of the goods or any workmanship in relation thereto (Whether or not involving negligence on part of the company) shall in relation to goods of the Company's manufacture be limited to repair replacement or refund of the purchase price as aforesaid and any condition or warranty implied by laws shall cease to apply after the expiry of the warranty period and in all other cases shall be limited to the enforcement of the above mentioned liabilities of the manufacturer or supplier. If there should be any conflict between the terms and conditions of trading, and the terms of your order, these terms prevail unless otherwise agreed with us in writing. There can be no alteration to your order unless requested by you in writing and confirmed the same way.

PAYMENT CONDITIONS - 20% Deposit with Official Order, balance on delivery by certified Bank Draft. From the absence of any other agreement between the parties, payment is due at the moment of delivery of the goods.

LEASING OR HIRE PURCHASE - Documents with the Finance Company concerned must be in our possession prior to delivery for verification and that the document has been accepted by the Finance Company in its final form.

DISCOUNT - No Cash or other discount is allowable unless specifically stated in our acknowledgement.

ACCOUNTS - Account Facilities are available subject to credit application being completed and approved, monies owed must be paid 30 days from date of invoice. Monies outstanding after this period, Leopold Cameras Ltd reserve the right to charge 2% above the bank rates on sums outstanding after the settlement date.

INSTALLATION - The price quoted for new equipment includes delivery and installation to be undertaken at the same time. Should it be necessary to return to the site to complete the installation and test the equipment due to the services or site preparation not being correct, we reserve the right to charge 2% of the total invoice price. Any complaint regarding unsatisfactory installation or supply of goods must be notified in writing to the company within 7 Days of the date delivery was effected. Subsequently all claims need to be entertained under our terms of guarantee as specified below.

Ownership Of The Goods Remain Vested With The Seller Until The Goods Have Been Paid For In Full.