

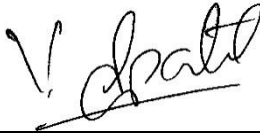


Document Title: Terms and Conditions which Lamberts London Limited provides its services and purchases goods

Document Number: QMF 30

Document Credentials		
Document Prepared by:	Document Approved by:	Document Authorised/ Released by:
Jamie Lambert	Vipul Patel	Vipul Patel
		
Electronic copies are valid without signature. Printed copies are uncontrolled. Always check the company drive-q (Q:) for the current issue		

Lamberts London Limited
Registered Address: Watford West Works, 85a Hagden Lane, Watford, Hertfordshire, WD18 7UA, UK
Registered Company No. 00968050 England & Wales. VAT No. 196 8561 07

Tables of Amendments:

Procedures Manual					
Document Number	Page Number	Issue	Date	Description of Change	Authorisation
9.0	8	2	26/02/2015	9.2.3 paragraph amended to reference to ASTM B571	Jamie Lambert
8.0	7	3	28/05/2015	Added 8.1.6 Minimum Order Charges and amended 8.1.7 Aircraft on Ground ("A.O.G") Service	Jamie Lambert
8.0	5	4	07/01/2016	Amended 5.1.3 to include goods responsibility and providing appropriate insurance cover.	Jamie Lambert
8.0	7-8	4	07/01/2016	Amended 8.2.2 to include goods transfer of ownership	Jamie Lambert
8.0	7	5	12/01/2016	Changed URL link in 8.1.6 and 8.1.7	Jamie Lambert
ALL	ALL	6	02/01/2017	Updated for ISO 9001:2015 BS EN 9100:2018	Jamie Lambert
9.0	10	7	13/12/2019	Added 9.3.2, 9.3.3 and 9.3.4 Risk and Liability of Parts and Responsibility of the Customer	Jonathan Aedy
8.0	7	7	13/12/2019	Amended 8.1.4 Expiration of Estimates and Quotations	Jonathan Aedy
2.0	4	8	13/01/2020	Added definitions for Estimates and Quotations	Jonathan Aedy
8.0	6-7	8	13/01/2020	Amended 8.1.1 and 8.1.2 to differentiate between Estimates and Quotations and when and how they are provided.	Jonathan Aedy
8.0	7	8	13/01/2020	Clarified the differences between Estimates and Quotations and how long their validity is in 8.1.4.	Jonathan Aedy
9.0	10	8	13/01/2020	Added 9.3.5 regarding Purchase Order Acknowledgement being sent for confirmation, not constituting acceptance of customer T&Cs.	Jonathan Aedy
9.0	10	8	13/01/2020	Added 9.3.6 stating that we would process reworks FOC or cover parts up to the cost of the process if reworking is not possible.	Jonathan Aedy
All	All	9	01/03/2021	Change in Company Name	Vipul Patel
16.0	8	10	09/03/2022	Amended text in 16.0 Jurisdiction	Jonathan Aedy

Copy Number 2 - Controlled – Digital Copy (Q:\ISO 9001 2008)



TERMS AND CONDITIONS WHICH LAMBERTS LONDON LIMITED PROVIDES ITS SERVICES AND PURCHASES GOODS		
ISO 9001:2015 BS EN 9100:2018	ISSUE : 10	EFFECTIVE DATE : 09/03/2022

Contents

Reference	Title	Page No
1.0	Introduction	3
2.0	Definitions	3
3.0	Entering into a legally binding contract	3
4.0	Providing the services	3
5.0	Goods	3-4
6.0	Materials	4
7.0	Timing	4-5
8.0	Price, estimates and payment	5-6
9.0	Some restrictions, assumptions, confidentiality and warranties	6-8
10.0	Exclusion and limitation of liability	8
11.0	Communicating with us	8
12.0	Cancellation by you	8-9
13.0	Amendments to the contract terms and conditions	9
14.0	Contacting each other	9
15.0	Contracts (Rights of Third Parties) Act 1999	9
16.0	Law and jurisdiction	9

1.0 Introduction

Lamberts London Limited provides its services and purchases goods for its customers on the following terms and conditions.

2.0 Definitions

2.1.1 The meaning of some words used in these terms and conditions

‘we’, ‘us’ or ‘our’	is a reference to Lamberts London Limited;
‘you’ or ‘your’	is a reference to the person to whom we are providing our Services or supplying Goods and who is required to pay for the Services we provide and the Goods we supply;
‘Goods’	means the goods we shall buy for you and which you will pay for;
‘Materials’	means any materials, goods, parts or items we need to buy necessarily to perform the Services but does not include the Goods we will be purchasing for you;
‘Premises’	means the place where we will provide the Services; and
‘Services’	means the services to be provided by us to you such as electroplating, finishing, stripping, dismantling and reassembling, repair and restoration, testing and subcontracted services such as engraving and additional finishing. The precise Services we will be providing to you will be stated in the purchase order and as we agree from time to time;
‘Estimates’	Are provided by Lamberts London Limited in the first instance before parts are received on site – these are a Rough Order of Magnitude (ROM) or ‘ballpark’ cost and are subject to change;
‘Quotations’	Are provided after parts are received on-site and may differ from a provided ‘Estimate’. Quotations are valid for 90 days (3 months).

3.0 Entering into a legally binding contract

- 3.1.1 A contract between you and us will come into being in one of two ways:
- 3.1.2 When you sign the purchase order we and you will enter into a legally binding contract on the date you sign.
- 3.1.3 Where you and we agree orally that we should provide the Services and/or the Goods then there will be a legally binding contract on the date of our oral agreement.
- 3.2.1 We suggest that before you sign the purchase order or orally agree to us providing Services and Goods you read through these terms and conditions. If you have any questions concerning them please ask us.
- 3.2.2 You should keep a copy of these terms and conditions for your records.

4.0 Providing the services

- 4.1.1 Once we and you have entered into a legally binding contract we will normally start providing the Services to you at the Premises using the Materials on delivery of the Goods or a date agreed between us without further discussion with you. Occasionally the Services will be provided at some other date or time or be dependent on several factors.
- 4.1.2 We aim to always provide you with the Services:
- 4.1.3 Using reasonable care and skill;
- 4.1.4 In compliance with commonly accepted practices and standards in the electroplating industry;
- 4.2.1 In compliance with the laws and regulations in force at the time we are carrying out the Services.

5.0 Goods

- 5.1.1 You and we shall agree on the Materials that you wish us to purchase for your Goods (except where you have allowed us the choice to decide on what Materials to purchase).
- 5.1.2 Once it has been decided what Materials will be purchased for you to be applied to your Goods or supplied to you it will not be possible for you to cancel or change what is purchased or supplied (except as you are permitted to do so under law).
- 5.1.3 Once your Goods have been delivered to our Premises, and whilst we carry out the Services using Materials, we will endeavour to look after your Goods. The Goods will remain your responsibility. Whilst the Goods are at our Premises or in Transit, you are responsible for providing the appropriate and necessary insurance cover.
- 5.1.4 Once the Goods are delivered to you at your Premises it will be your responsibility to look after the Goods. If you delay delivery after we and you agree on a date for delivery, then we will not be responsible for the Goods after the agreed date of delivery whether or not the Goods have been delivered (unless any damage which the Goods suffer is due to our negligence).
- 5.1.5 Unless agreed otherwise, we will arrange for the Goods to be delivered to your Premises.

TERMS AND CONDITIONS WHICH LAMBERTS LONDON LIMITED PROVIDES ITS SERVICES AND PURCHASES GOODS		
ISO 9001:2015 BS EN 9100:2018	ISSUE : 10	EFFECTIVE DATE : 09/03/2022

5.2.1 The Goods will be per statutory requirements, be of satisfactory quality, meet any description concerning them and be fit for normal purposes. If there are particular purposes for which the Goods will be used then we need to be made aware of these before the Materials are ordered.

6.0 Materials

6.1.1 At the time we perform the Services we may not have all the materials we need to perform the Services. This may be for several reasons such as:

6.1.2 We have not provided an estimate and cannot reasonably establish what Materials are necessary until we start performing the Services; or

6.1.3 Where we have provided an estimate, the need for particular Materials may not be reasonably possible to establish at the time we provide the estimate. The need for the particular Materials may only be revealed when we start performing the Services; or

6.1.4 Whether or not we have provided an estimate, the condition of an item which is the subject of the Services may only become apparent when we start performing the Services and it was not reasonably possible to establish it until that point.

7.0 Timing

7.1.1 Our responsibility to perform the Services and deliver the Goods by particular dates

We aim to carry out the Services and the delivery of the Goods by the dates and times we either agree with you or notify you. But we cannot guarantee or provide a firm commitment that:

7.1.2 We will start performing the Services by a specified date or time; or

7.1.3 We will complete the performance of all the Services by any specified date or time; or

7.1.4 The performance of any individual part of the Services will be completed by a specified date or time; or

7.1.5 The Goods will be delivered at the times or dates specified.

7.1.6 What can happen if we cannot start performing the Services or complete performing the Services

7.1.7 If we do not start or complete performing the Services within a reasonable period from the date(s) we have agreed or notified then you may either choose either to continue to wait until we can start performing the Services or complete performing them or you can cancel the contract.

7.2.1 Where we have started performing the Services and you decide you wish to cancel the contract you will only have to pay for any Services we have performed up to the date of cancellation and for any Goods and/or Materials which we have a legal obligation to pay for. If you have made payment(s) to us in excess of the amount of Services we have performed or Goods and/or Materials we have purchased, we will return the difference to you within [7] days of cancellation.

7.2.2 What is a reasonable period depends on the type of Services we will be performing and the length of time they will take to perform. For example, if you and we believe that the Services will take only a few hours to perform, then if we fail to start performing the Services (e.g. half a day) you may have the right to cancel. But if the Services are due to take several weeks to perform, then if we fail to start to perform the Services after a couple of weeks when are due to or we do not perform the Services during a couple of weeks when we were due to, in such circumstances you may be entitled to cancel the contract.

7.2.3 Situations or events outside our reasonable control

7.2.4 In addition, there are certain situations or events which occur which are not within our reasonable control (some examples are given in the next numbered paragraph). Where one of these occurs we will normally attempt to recommence performing the Services as soon as the situation which has stopped us from performing the Services has been resolved. In such circumstances, there may be a delay (sometimes a substantial delay) before we can start or continue performing the Services.

7.2.5 The following are examples of events or situations which are not within our reasonable control:

Where weather conditions make it impossible or unsafe for us to perform any of the Services;

If the Materials or Goods are not delivered on the date or at the time agreed with the supplier of the Materials and/or Goods (and it is not possible to obtain a replacement from an alternative supplier at all or within a reasonable amount of time, or the price charged by the alternative supplier is excessively higher than by the original supplier if ordered at short notice);

Where you make a change in the Services you wish us to perform (and this results in, for example, us having to do further work or wait for new or different Materials and/or Goods);

Where we have to wait for other providers of services (who have been engaged by you) to complete their work before we can perform the Services (or the relevant part of the Services dependent on the other provider);

Where we are unable to gain access to the Premises to carry out the Services at the times and dates we have agreed with you;

Where the areas in the Premises have not to be readied by you as we and you have agreed for us to perform the Services;

For others, some unforeseen or unavoidable event or situation is beyond our control.

7.2.6 If the delay in us recommencing performing the Services will be excessive then we will offer you the option of either:

Continuing to wait until we can recommence performing the Services. If you are required to make any payments during this period (for example if we and you have agreed that you will pay us in staged amounts) then we will not require you to make

TERMS AND CONDITIONS WHICH LAMBERTS LONDON LIMITED PROVIDES ITS SERVICES AND PURCHASES GOODS		
ISO 9001:2015 BS EN 9100:2018	ISSUE : 10	EFFECTIVE DATE : 09/03/2022

any of the payments required until we can recommence performing the Services; or

- 7.2.7 Allowing you to cancel the contract. If you choose this option then you will only have to pay for any Services we have performed up to the date of cancellation and for any Materials and/or Goods which we have a legal obligation to pay for. If you have made payment(s) to us in excess of the amount of Services we have performed or Materials and/or Goods we have purchased, we will return the difference to you within [7] days of cancellation.

8.0 Price, estimates and payment

- 8.1.1 Our initial charges are based upon an Estimate (ballpark) before the Goods have arrived.
- 8.1.2 If we provide an Estimate, the charge stated is for guidance purposes only until parts are received on-site and a formal Quotation has been issued. Once a Quotation has been issued then we will hold this valid for 90 days (3 Months). Our Quotations are only issued once the Goods have been received and assessed on-site These are based upon the time taken in performing the Services.

- 8.1.3 As we initially provide an estimate, we may need to charge you a higher amount than stated in the estimate. This can occur for several reasons, in particular, when:

What you require us to do changes or the amount of work or Services you require us to provide increases or is different to what we and you agreed before we started performing the Services and as stated in the estimate; or

When we start performing the Services, it becomes apparent that the quantity of Services we will need to perform or the type of work that is involved is different to what we agreed before we started performing the Services and we could not reasonably foresee this before we started performing the Services.

- 8.1.4 Prices cited in Estimates are a ROM (ballpark) cost and are provided before Goods are received on site. These are subject to change once Goods arrive. Quotations are provided once parts have arrived on site at Lamberts London Limited and are valid for acceptance for 90 Days (3 Months) from this date.

- 8.1.5 Price Increase

We reserve the right to increase the Price, by giving notice at any time before delivery to reflect any increases in costs or charges to us beyond our control.

- 8.1.6 Standard/ Minimum Order Charges

We operate standard and minimum order charges for the Goods or Services we provide. For the latest information visit: <https://lambertslondon.com/our-charges/>.

- 8.1.7 Aircraft on Ground ("A.O.G") Service

We operate a service whereby agreement only, items are plated and dispatched between [1 and 5] working days of receipt of the item; depending on the quantity and nature of the work to be carried out. An additional fee of 50% is applied to the original estimate or a separate A.O.G Service minimum order charge is applied. For the latest information visit: <https://lambertslondon.com/our-charges/>.

- 8.1.8 When payment is required for the Goods or Services

- 8.2.1 If you have been approved for credit payment for our Services/ Materials, payment must be made within 30 days of the date of our invoice. We reserve the right to require you to make payment in advance, in particular, if you are a new customer, a private individual or where we have to expend money in purchasing precious metals to undertake the contract. Overseas customers may be required to pay by irrevocable letter of credit.

- 8.2.2 When Goods are delivered and received from you at our Premises for Services/ Materials to be applied by us, you agree that the Goods ownership is automatically transferred to us and that we will retain ownership of any Goods until you have paid for the Services/ Materials that have been applied by us (whether or not the Goods are delivered or have been subject to the Services we are to perform concerning them). Whilst the Goods are at our Premises or in Transit, you are responsible for providing appropriate insurance cover; outlined in 5.1.3 and 5.1.5.

- 8.2.3 Value Added Tax ("VAT")

All amounts stated (whether orally or in writing) are exclusive of VAT, which will be added at the rate currently in force.

- 8.2.4 If you do not pay when required to

If you fail to make payment by the date or time we and you agree we may:

- 8.2.5 Charge you interest at base interest rate plus 3% on any outstanding amounts if those outstanding amounts remain unpaid for more than 30 days from the date of our invoice or when we asked you first to pay them; and/or

- 8.2.6 If the amounts not paid represent more than 10% of the total value of the Services we are to perform for you and there remain some Services which we have not yet performed, then we may suspend performing the remaining Services until you make payment.

- 8.2.7 Where you seek to not pay amounts due to us

You will not refuse to pay any amount owing to us where there is only a minor or inconsequential defect or error in the performance of the Services. You will be entitled only to refuse to pay no more than a proportionate amount of any amount due.

9.0 Some restrictions, assumptions, confidentialities, and warranties

TERMS AND CONDITIONS WHICH LAMBERTS LONDON LIMITED PROVIDES ITS SERVICES AND PURCHASES GOODS		
ISO 9001:2015 BS EN 9100:2018	ISSUE : 10	EFFECTIVE DATE : 09/03/2022

- 9.1.1 We will assume that all information, measurements and facts ('Measurements') that you provide are accurate and true. We will not accept liability for any loss or damage caused where we reasonably perform our Services in reliance of these.
- 9.1.2 Where you provide your product in an acceptable finished state by you, and only require electroplating to be completed by us, we are not responsible for any defects that could be apparent after the component has been electroplated.
- 9.1.3 Where you require electroplating, finishing, stripping, dismantling and reassembling, repair and restoration, testing or similar work to be undertaken by us you must supply us with a full specification and/or drawings sufficient so that we understand the work to be carried out. All verbal instructions from you shall be confirmed in writing within 48 hours. Any variations after acceptance of the order must be accepted and signed in writing by both parties. A variation may result in a higher price and a delay in delivery. We do not undertake to accept all requests for variations made by you. For electroplating, you should ensure such documents include dimensions, base material, deposit thickness, undercoats, deposit finish, tolerances and other relevant information requests by us.
- 9.1.4 If you require decorative work you should inform us of the metal plating and metal finishing of the top surface, but we shall determine the thickness of the plate and any necessary metal pre-treatment undercoating. We possess confidential and commercially sensitive information about various pre-treatment technologies, and in particular about our processes and suppliers. We will not disclose/ share such information with you unless process specifications are originally provided by you.
- 9.1.5 All thicknesses whether stated or requested either verbally or in writing by either you or we shall be accepted as being an average mean thickness across the whole electroplated component, and we cannot guarantee that the thickness will be entirely consistent across the whole component.
- 9.1.6 We shall endeavour to achieve the best possible restoration or repair of your product. We cannot, however, guarantee that a restored or repaired item will be as good as a new item.
- 9.1.7 You are notified that plated/ lacquered items may have a degree of porosity within the base metal (*substrate*), or where soldering/ welding seams have not been correctly sealed within the base metal. A small amount of liquid such as cleaner, water or plating solution may remain after processing, and after a few weeks/ months after plating/ lacquering moisture may rise to the surface or under the lacquer to form small stain spots or localised film around the porous area; for these reasons, we will not be held responsible.
- 9.1.8 Where an item is repaired or restored by us before plating/ lacquering, we will repair or restore the original item to the best of our ability. The repair or restoration will involve the stripping and removal of the existing plating/ lacquer (*saturation*) back to the base metal (*substrate*), any engraving on the existing plated material and not on the base metal may be removed as part of this stripping process. We do not undertake to remove any defects in the original manufacture; this includes, without limitation, defects in solder seams, pores in castings, pores caused by ageing material, and components which were originally soldered on un-squarely or off-true.
- 9.1.9 As a company, we do not plate onto existing plating that has been applied in the past on the item. We will strip and remove the existing plating so that it is back to the base metal, insuring good adhesion for when the new plating is applied by us. We can, however, plate onto existing plating if it is requested by the customer in writing, this will not be covered under our warranty outlined in 8.11.1 and 8.11.3.
- 9.2.1 During repair and restoration work items are lined up by eye and we undertake to use reasonable endeavours to ensure items are true but cannot accept liability if this is not the case. For the assembly of decorative electroplated items, you may find that components are added rates of thickness. We will use reasonable endeavours to minimise any impact such items have on alterations to the appearance of the item and its serviceability.
- 9.2.2 Tarnished/ tarnishing is a solution treatment process offered for copper, brass and silver alloys that alters the outermost layer; creating an appearance where a corrosive layer ages the surface; visually changing the appearance through various inconsistent darker tones.

Over the duration, surfaces that have been treated using the tarnishing process could alter from what was originally submitted; corrosion could still occur with the outermost layer; changing the surface appearance. Factors such as; atmospheric conditions, heat, cooling and prolonged exposure to moisture.
- 9.2.3 No warranty is offered about electroplated/ lacquered/ restored items that sustain general 'wear and tear' from normal use, improper cleaning and protection, except where the plated/ lacquered layer is blistering or peeling away from the base metal due to poor workmanship; provided that such blistering is not as a result of damage caused by neglect, substrate porosity (as plating solution can be entrapped in the substrate surface pits or pores which are bridged by the deposit), solder/ weld seams, modifications; such as grinding, soldering, or filing made by you (that is outside of our control) after electroplating/ lacquering, and where the item is exposed to high levels of heat and sudden cooling, acids, alkalines, solvents, and prolonged exposure to moisture. Additional processes applied by you (*that are outside of our control*) to electroplated items; for example, any form of painting or physical vapour depositing are considered an after-modification, and therefore any modifications are not covered under our general warranty. Where such blistering or peeling occurs we will use reasonable endeavours to re-plate/ re-lacquer the item; however, this may cause deterioration in the base metal. We shall have no other liability about such blistering or peeling; in some cases, a brittle layer may be created by the materials involved causing peeling as a result of fracture rather than poor adhesion (See ASTM B571). Warranty cover is 12 months for electroplated/ restored items, and 3 months for lacquered items, except metal plating directly onto zinc diecast (*substrate*) outlined in 8.13, and metal-plated plastics mentioned in 8.14.
- 9.2.4 No warranty is offered about electroplated/ lacquered/ restored items that are made from a zinc diecast base metal (*substrate*). As a company, we can plate directly onto zinc diecast (*substrate*); however, due to its poor qualities and reliability to sustain layers of plating/ lacquering (*saturation*) to an acceptable standard, we do not offer a 12-month warranty. For further advice on plating directly onto zinc diecasts, please contact us.
- 9.2.5 As a company, we have the ability to metal plate onto plastic (*substrate*); existing metal-plated plastics

TERMS AND CONDITIONS WHICH LAMBERTS LONDON LIMITED PROVIDES ITS SERVICES AND PURCHASES GOODS		
ISO 9001:2015 BS EN 9100:2018	ISSUE : 10	EFFECTIVE DATE : 09/03/2022

can also have additional layers of plating (*saturation*) applied by us, however, we do not offer a 12-month warranty with this application. For further advice on plating plastics, please contact us.

- 9.2.6 You shall examine the Goods within [5] days of receipt and notify us in writing if any Goods fail to meet the contractual requirements of these conditions. The Goods shall be deemed accepted by you at the earlier of 5 days after their receipt or when you incorporate them into other products, carry out further work on them or resell them.
- 9.2.7 We reserve the right to refuse any order from you and to notify you after work has begun if the work cannot be completed for technical reasons. In such a case we will refund any money paid in advance other than for the work already done or materials acquired. You shall pay for work undertaken to such date of notification and for any materials acquired by us for such work. We shall return any Customer Goods in their state after processing within 14 days provided payment, as specified above, has been made, but shall have no other liability to the Customer.
- 9.2.8 If you default in the performance of any obligations under this Agreement or go into liquidation, you Customer forthwith terminate any continuing contract under these Conditions without prejudice to our other rights and remedies.
- 9.2.9 Where you supply us with items for restoration and repair or to electroplate metals on to, or for any other reason, you must ensure such items are insured by you at your expense including whilst at the Premises. Goods shall always remain at your risk.
- 9.3.1 You should also ensure Customer Goods in transit to and from the Premises
Customer Goods shall remain the property of the Customer at all times and we hold them as Bailee only. We are not responsible for any damage caused when storing the such item.
- 9.3.2 You acknowledge and accept that the services that Lamberts London Limited supplies carry a potential risk to your Goods including, but not limited to, substrate cracking, bending, staining, thickness tolerance issues, damage and poor substrate reaction with our processes, dependent upon factors such as manufacturing history, size, condition, metallic composition, and manufacturing quality for which you accept full responsibility and enter into the contract on this basis and knowledge.
- 9.3.3 Accordingly, you are responsible for ensuring that the Goods that are provided to us to perform our services are suitable for treatment, without the presence of (but not limited to) substrate impurities (e.g. porosity or metal composition), manufacturing flaws, corrosion, soldered joints or other foreign bodies. If upon arrival, or in the course of providing our service, our operatives conclude that the parts are unsuitable, Lamberts London Limited shall be entitled to discontinue treatment. Upon this decision, we will provide notice to you as soon as is reasonably practical and invoice you for the costs incurred and the services that were carried out to that point.
- 9.3.4 You shall be responsible for providing suitable safe packaging of the parts you supply to us, which can be reused, where appropriate, by us to return your treated parts. Where packaging supplied is not deemed suitable, we will pack goods as we deem appropriate for protection, with any additional costs for packaging material charged to You. We do not accept responsibility for the return of packing material after supplying our service.
- 9.3.5 After Goods have been received on-site and the order has been agreed upon between yourselves and us, we will email a Purchase Order Acknowledgement, allowing you to confirm that all details are correct. This Purchase Order Acknowledgement does not necessarily constitute acceptance of your Terms and Conditions. These are subject to separate agreements by both parties.
- 9.3.6 After Goods have been received by yourselves upon completion, you have [5] days to inspect the Goods and raise any concerns. After this time, the parts will be deemed conforming. If you raise an issue with a non-conformance, please return the Goods to us to evaluate. If these are deemed to be our liability, we will rework the part of Free Of Charge (FOC) for you. If reworking the part is not possible, we cover the cost of the part up to the process cost only.

10.0 Exclusion and limitation of liability

- 10.1.1 We do not exclude or limit liability for our negligence or negligent omission which causes you personal injury or death.
- 10.1.2 We shall only be liable for any loss or damage suffered by you which is a reasonably foreseeable consequence of a breach of this Agreement. If any loss or damage suffered by you relates to your business activities then we exclude all liability and in particular, we exclude all liability for loss of profits or other economic loss arising from a breach of this contract.

11.0 Communicating with us

- 11.1.1 You can always telephone: +44 (0) 1923 229 444
- 11.1.2 However, for important matters we suggest that you use writing and send any communications by post to:
Lamberts London Limited. Watford West Works, 85a Hagden Lane. Watford. Hertfordshire. WD18 7UA. United Kingdom.
Or
email: enquiries@lambertslondon.com
facsimile: +44 (0) 1923 255 717

12.0 Cancellation by you

- 12.1.1 Once we and you enter into a binding contract you will normally not be able to cancel the contract, except where we agree or as otherwise provided for in this contract.
- 12.1.2 If we agree to cancel then you will be responsible for the cost of:

TERMS AND CONDITIONS WHICH LAMBERTS LONDON LIMITED PROVIDES ITS SERVICES AND PURCHASES GOODS		
ISO 9001:2015 BS EN 9100:2018	ISSUE : 10	EFFECTIVE DATE : 09/03/2022



- 12.1.3 Any of our time in performing the Services up to the date we stop providing the Services;
- 12.1.4 Any materials we are contractually committed to buying up to the date of termination (whether or not we need to pay for them before or after the date the contract between us and you is cancelled). Any Materials we have purchased (but not used in performing the Services) will be delivered to you.
- 12.1.5 In the circumstances stated in clause 12.2 we will first deduct the amounts for which you are responsible from any deposit you have paid. Any remaining deposit will be returned to you. If the amount owing is greater than the deposit we will return the invoice to you for the amount over the deposit.
- 12.1.6 If you:
- 12.1.7 Purport to cancel the contract, or
- 12.1.8 Give notice purporting to cancel, or

Otherwise do not fulfil your obligations (such as by not paying any sums due to be paid to us) in a way which amounts to you cancelling the contract,

We do not have to accept your cancellation except as provided in clause 12.2 or as otherwise provided for in this contract. However, we may choose to accept a cancellation, and if we choose to do so you will be required to pay us a reasonable amount for the losses and costs (including loss of profit) we have suffered. If you have paid a deposit, this will be retained and if our reasonable losses and costs (including loss of profit) are greater than the deposit we have retained we will require you to pay for our losses and costs over the deposit retained.

13.0 Amendments to the contract terms and conditions

We will have the right to amend the terms and conditions of this contract were the:

- 13.1.1 We need to do so to comply with changes in the law or for regulatory reasons; or
- 13.1.2 We need to correct any errors or omissions (and this right includes the right to change any of the documentation which forms part of the contract), as long such correction is minor and does not materially affect the contract.

Where we are making any amendment we will give you 30 days prior notice (unless the contract is terminated before that period).

14.0 Contacting each other

If you wish to send us any notice or letter then it needs to be sent to *Lamberts London Limited, Watford West Works, 85a Hagden Lane, Watford, Hertfordshire, WD18 7UA, United Kingdom*, and should be marked for the attention of *Jamie Lambert*. If we wish to send you a letter or notice we will use the address you have given.

15.0 Contracts (Rights of Third Parties) Act 1999

For the Contracts (Rights of Third Parties) Act 1999 a contract is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

16.0 Law and jurisdiction

These terms shall be governed and construed by the laws of England ONLY and both parties agree to submit to the jurisdiction of the courts of England and Wales, in any suit, action or other judicial proceeding arising out of, or related to, any order or the performance or subject matter thereof.

TERMS AND CONDITIONS WHICH LAMBERTS LONDON LIMITED PROVIDES ITS SERVICES AND PURCHASES GOODS		
ISO 9001:2015 BS EN 9100:2018	ISSUE : 10	EFFECTIVE DATE : 09/03/2022