

TERMS & CONDITIONS

1) Interpretation

1.1 In these conditions:

“The Company” means LBP Optics Limited, of Units 4 B & C Stratton Park, Dunton Lane, Biggleswade, Bedfordshire SG18 8QS, UK.

“Products” means the products which the Company is to supply in accordance with these Conditions.

“The Buyer” means the person who accepts the quotation of the Company for the sale of the Products or whose order for the Products is accepted by the Company. “Conditions” means the standard Terms and Conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Company.

“Contract” means the contract for the purchase and sale of the Product.

“Writing” includes any telex, electronic mail, cable, facsimile transmission and comparable means of communication.

1.2 Any reference in these Conditions to any provision or statute shall be constructed as a reference to that provision as amended re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect any interpretation.

1.4 In the event of any conflict between these Conditions and any special terms and conditions agreed in writing between the parties the special terms and conditions shall prevail.

2) The Sale

2.1.1 The Company shall sell and the Buyer shall purchase the Products in accordance with any quotations of the Company which is accepted by the Buyer, or any written order of the Buyer which is accepted by the Company subject to these Conditions which shall govern the Contract to the exclusion of any other terms and conditions subject to which any quotation is accepted or purported to be accepted or any such order is made or be made by the Buyer.

2.1.2 Any quotation given shall be valid for a period of 30 days only or sooner acceptance by the Buyer.

2.2 No variations to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and a director of the Company.

2.3 The Company’s employees or agents are not authorised to make any representations concerning the Products unless confirmed by the Company in writing. In entering into the Contract the Buyer acknowledges that it does not rely on and waives any claim of breach of any such representations which are not so confirmed.

2.4 Any advice or recommendation given by the Company or its employees or agents as to the storage, application or use of the Products which is not confirmed in writing by the Company is acted upon

entirely at the Buyers risk and the Company shall not be liable for any such advice or recommendation which is not confirmed.

2.5 Any typographical, clerical or any other error or omission in any sales literature quotation price list acceptance of offer invoice or other documents or other information issued by the Company shall be subject to correction without any liability on the part of the Company.

3) The Order and Specifications

3.1 No order submitted by the Buyer shall be deemed to be accepted by the Company unless and until confirmed in writing by the Company's authorised representative.

3.2 The Buyer shall be responsible to the Company for ensuring the accuracy of the terms of the order including any applicable specifications submitted by the Buyer and for giving the Company any necessary information relating to the goods within a sufficient time to enable the Company to perform a contract in accordance with these terms.

3.3 If the Products are to be manufactured or any process is to be applied to the Products by the Company in accordance with the specifications submitted by the Buyer, the Buyer shall indemnify the Company against loss, damages, costs and expenses awarded against or incurred by the Company in connection with or paid or agreed to be paid by the Company in settlement of any claim for infringement of any patent, copyright, design, trademark or other industrial intellectual property rights of any other person which results from the Company's use of the Buyers specifications.

3.4 The Company reserves the right to make any changes in the specifications of the Products which are required to conform with any applicable safety or other statutory requirements or where the Products are to be supplied to the Company's specifications which should not materially affect their quality or performance.

3.5 No order which has been accepted by the Company may be cancelled by the Buyer except with the agreement in writing of the Company and the Buyer shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation.

4) Price

4.1 The price of goods shall be the Company's quoted price.

4.2 Except otherwise stated under the terms of any quotation or the current price list of the Company and unless otherwise agreed in writing between the Buyer and the Company all prices are given by the Company on an ex-works basis and where the Company agrees to deliver the Products otherwise than at the Company's premises the Buyer shall be liable to pay the Company's charges for transport, packaging and insurance.

4.3 The price is exclusive of any Value Added Tax which the Buyer shall be additionally liable to pay to the Company.

5) Terms of Payment

5.1.1 The Buyer shall pay the price of the Products within 30 days of the date of the Company's invoice which the Company shall be entitled to submit to the Buyer on or after delivery or attempted delivery of the Products and payment of such invoice shall take place notwithstanding that the delivery may not have taken place and that the goods have not passed to the Buyer.

5.1.2 The price shall be paid in the quoted currency either in cash, cheque or at the option of the Company by telegraphic transfer of cleared funds direct to the Company's bank or factoring agents from the Buyers bank.

5.2 The time for payment of the price shall be of the essence of the Contract.

5.3 Receipts for payment will be issued only upon request.

5.4 If the Buyer fails to make any payment on the due date then without prejudice to any other right or remedy available to the Company, the Company shall be entitled to charge the Buyer interest (both before and after any judgement) on the amount unpaid at the daily rate of two percent per annum above National Westminster Bank Plc base rate from time to time until payment in full is made.

6) Delivery

6.1 Delivery of the Products shall take place at the Company's premises at any time after the Company has notified the Buyer that the Products are ready for collection, or by the Company delivering the Products to the Buyers premises or other address notified to the Company.

6.2.1 Unless otherwise agreed in writing between the Buyer and the Company the Products shall be delivered ex-works.

6.2.2 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Products into the country of destination and for the payment of any duties thereon.

6.2.3 Where the Company arranges for delivery of the Products to the Buyers premises the Buyer shall be liable to pay the Company charges for transport, packaging and insurance which shall be levied in addition to the price.

6.2.4 The Company shall have the right to determine the method of shipment of the Products, commensurate with appropriate insurance and proof of delivery.

6.3 Any dates quoted for the delivery of the Products are approximate only and the Company shall not be liable for any delay in delivery of the Products howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Company in writing.

6.4 If the Company fails to deliver the Products for any reason other than any cause beyond the Company's reasonable control or the Buyers fault, and the Company is accordingly liable to the Buyer the Company's liability shall be limited to the excess (if any) of the cost to the Buyer in the cheapest available market of similar products to replace those not delivered over the price of the Products.

6.5 Where the Products are to be delivered by instalments each delivery shall constitute a separate contract and failure by the Company to deliver any one or more of the instalments in accordance with these conditions or any claim by the Buyer in respect of one or more instalments shall not entitle the Buyer to treat the contract as a whole as repudiated.

6.6 If the Buyer fails to take delivery of the Products or fails to give the Company adequate delivery instructions at the time stated for delivery (otherwise and by reason of any cause beyond the Buyer's reasonable control or by the reason of the Company's fault) then without prejudice to any other right or remedy to the Company, the Company may:

6.6.1 store the Products until actual delivery and charge the Buyer for the reasonable cost (including insurance) as storage or;

6.6.2 sell the Products at the best price readily obtainable and charge the Buyer for any shortfall below the price under the Contract.

6.7 Any discrepancy in quantity or error in product type must be notified by the Buyer in writing to the Company within 30 days of delivery. The buyer shall be deemed to have checked the product quantity and type within 30 days of delivery.

7) Risk and Property

7.1 Risk or damage to or loss of the Products shall pass to the Buyer

7.1.1 in the case of Products to be delivered otherwise than at the Company's premises at the time when the Company notifies the Buyer that the Products are available for collection or;

7.1.2 in the case of Products to be delivered otherwise than at the Company's premises at the time of delivery or if the Buyer wrongfully fails to take delivery of the Products the time when the Company has tended delivery of the Products.

7.2 Notwithstanding delivery and of passing of risk in the Product or any other provision of these conditions the property and the Products shall not pass to the Buyer until the Company has received in cash, cheque or cleared funds payment in full of the price and all other sums owing in respect of the Product and all other Products agreed to be sold by the Company to the Buyer which payment is then due.

7.3 Until such time as property in the Products passes to the Buyer the Buyer shall hold the Products as the Company's fiduciary agents and bailiff and shall keep the Products separate from those of the Buyer and third parties properly stored, protected and insured and identified as the Company's property. Until that time the Buyer shall be entitled to re-sell or use the Products in the ordinary course of its business, but shall account to the Company for the proceeds of the sale or otherwise of the Products whether tangible or intangible including insurance proceeds and shall keep all such proceeds separate from any monies or property of the Buyer and the third parties and in the case of tangible proceeds properly stored and protected and insured.

7.4 Until such time as property in the Products passes to the Buyer (and provided the products are still in existence and have not been resold) the Company shall be entitled at any time to require the Buyer to deliver up the Products to the Company and if the Buyer fails to do so forthwith to enter upon any premises of the Buyer or any third party where the goods are stored and repossess the goods.

8) Warranties and Liability

8.1 Subject to the conditions set out below the Company warrants that the Products will correspond to the specifications at the time of delivery.

8.1.1 Warranty against defective materials and/or workmanship shall be limited to 90 days from delivery in the case of optical components, and

to 1 year from delivery in the case of mechanical and electronic parts.

8.2 the above warranty is given by the Company subject to the following conditions:

8.2.1 The Company shall be under no liability in respect of any defect in the Products arising from any drawing, design or specifications supplied by the Buyer.

8.2.2 The Company shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions, misuse or alteration of or repair of the Products without the Company's approval.

8.2.3 The Company shall be under no liability under the above warranty if the total price for the Products has not been paid by the date due for payment.

8.3 Subject as expressly provided in these Conditions all warranties, conditions or other terms applied by statute or common law are excluded to the fullest extent permitted by law.

8.4 Any claim by the Buyer which is based on any defect in the quality or condition of the Products or a failure to correspond with any specifications shall (whether or not delivery is refused by the Buyer) be notified to the Company in writing within 90 days of delivery. The Buyer shall be deemed to have fully inspected the Products within 90 days of delivery. If delivery is not refused and the Buyer does not notify the Company accordingly the Buyer shall not be entitled to reject the Products and the Company shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Products had been delivered in accordance with the Contract.

8.5 Where any valid claim in respect of the Products which is based on any defect in the quality or condition of the Products or their failure to meet specifications is notified to the Company in accordance with these Conditions the Company shall be entitled to replace the Products (or the part in question) free of charge or, at the Company's sole discretion, refund to the Buyer the price of the Products (or a proportionate part of the price), but the Company shall have no further liability to the Buyer.

8.6 Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Buyer by reason of any representation or implied warranty, condition or other terms or any duty at common law or under the express terms of the Contract for any consequential loss or damage whether for loss or profit or otherwise costs, expenses or other claims for consequential compensation whatsoever which arise out of or in connection with the supply of the Products and their use or reuse by the Buyer except as expressly provided in these Conditions.

8.7 The Company shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of the Company's obligations in relation to the Products if the delay or failure was due to any cause beyond the Company's reasonable control and inter alia and without prejudice to the generality of the forgoing strikes, lockouts or other industrial acts or trade disputes, whether involving employees of the Company or a third party shall be regarded as causes beyond the Seller's reasonable control.

9) Insolvency of The Buyer

9.1 This clause applies if:

9.1.1 The Buyer makes any voluntary arrangements with its creditors or becomes subject to an administration order or being an individual or firm becoming bankrupt or being a company goes into liquidation but other than for the purpose of amalgamation or reconstruction; or

9.1.2 An encumbrancer takes possession of or a receiver is appointed of any property or assets of the Buyer; or

9.1.3 The Buyer ceases or threatens to cease to carry on business; or

9.1.4 The Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly

9.2 If this clause applies then without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the Contract or suspend delivery under the Contract without any liability to the Buyer and if the Products have been delivered, but not paid for, the price shall immediately become due and payable notwithstanding any previous agreement or arrangement to the contrary.

10) General

10.1 Any notice required or permitted by either party to the other under the Conditions shall be in writing addressed to that other party at its registered office or principle place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving notice.

10.2 No waiver by the Company of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

10.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby.

10.4 The Contract shall be governed by the Laws of England and Wales and subject to jurisdiction of the English Courts.

RETURNS

Our policy lasts 30 days. If 30 days have gone by since your purchase, unfortunately we can't offer you a refund or exchange. To be eligible for a return, your item must be unused and in the same condition that you received it. It must also be in the original packaging.

To complete your return, we require a receipt or proof of purchase.

There are certain situations where only partial refunds are granted: (if applicable)

- * Any item with obvious signs of use
- * Any item not in its original condition, damaged or missing parts for reasons not due to our error.
- * Any item that is returned more than 30 days after delivery

Refunds (if applicable)

Once your return is received and inspected, we will send you an email to notify you that we have received your returned item. We will also notify you of the approval or rejection of your refund.

If you are approved, then your refund will be processed, and a credit will automatically be applied to your credit card or original method of payment, within a certain amount of days.

Late or missing refunds (if applicable)

If you haven't received a refund yet, first check your bank account again.

Then contact your credit card company, it may take some time before your refund is officially posted.

Next contact your bank. There is often some processing time before a refund is posted.

If you've done all of this and you still have not received your refund yet, please contact us at sales@lbptics.com.

We only replace items if they are defective or damaged. If you need to exchange it for the same item, send us an email at sales@lbptics.com and send your item to: Units 4B&C Stratton Park, Dunton Lane, Biggleswade, Bedfordshire SG18 8QS, United Kingdom.

Shipping

To return your product, you should mail your product to: Units 4B&C Stratton Park, Dunton Lane, Biggleswade, Bedfordshire SG18 8QS, United Kingdom.

You will be responsible for paying for your own shipping costs for returning your item. Shipping costs are non-refundable. If you receive a refund, the cost of return shipping will be deducted from your refund.

Depending on where you live, the time it may take for your exchanged product to reach you, may vary.

If you are shipping an item over \$75, you should consider using a trackable shipping service or purchasing shipping insurance. We don't guarantee that we will receive your returned item.