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Terms of Sale

How these Terms apply to you

These Terms of Sale govern the supply of goods by Solomon and Wu Ltd trading as Low Carbon Industrial (LCI, we, us) to you (you, the Customer). They apply to every order you place with us, whether through our website, by email, by phone, or via a written quote or purchase order.

These Terms cover two types of Customer:

- Consumer: a private individual buying for their own use (not for business). If this is you, your statutory rights under the Consumer Rights Act 2015 and the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply in full. Nothing in these Terms reduces those rights.
- Business Customer: a trade purchaser or any buyer purchasing other than as a Consumer.

Some provisions apply differently. Where that is the case they are clearly marked. If any provision is ambiguous as to whether it applies to a Consumer, it is to be read as not applying.

1. Definitions

Bespoke Goods: goods made to your specification or clearly personalised, as defined in the Delivery and Returns Policy.

Contract: the contract between LCI and the Customer for the sale of Goods, formed as described in Section 2.

Delivery and Returns Policy: our published Delivery and Returns Policy, available at lowcarbonindustrial.com and part of the Contract.

Goods: the products to be supplied by LCI under the Contract.

Order: the Customer's request to purchase Goods, whether by placing an order through our website, accepting a Quote, or issuing a purchase order.

Order Confirmation: our written confirmation that we accept your Order.

Privacy Policy: our published Privacy Policy, available at lowcarbonindustrial.com.

Quote: any quotation issued by LCI.

Technical Data Sheet: the document published by LCI for each product, available at lowcarbonindustrial.com and on request.

Warranty Policy: our published Warranty Policy, available at lowcarbonindustrial.com and part of the Contract.

2. How the Contract is formed

A Quote is an invitation to treat, not an offer. Prices in a Quote are valid for 30 days from the date of the Quote unless stated otherwise. Quotes are issued subject to these Terms of Sale.

Consumer website orders

For an Order placed by a Consumer through our website, the Contract is formed when we take payment and issue the order receipt email. We may cancel the Contract by written notice within 3 working days of the Order, with full refund, where:

- the price, availability, or description contains a manifest error
- we have insufficient stock or production capacity
- we suspect fraud or abuse
- we cannot fulfil the Order on reasonable terms

Business Customer Orders and other offline Orders

For any Business Customer Order, and for any Consumer Order placed by email, phone, or purchase order, the Contract is formed when we issue a written Order Confirmation. No such Order is binding on us until we have issued an Order Confirmation.

For Business Customer Orders placed through our website, the automatic order receipt email is an acknowledgement of receipt only and does not form a Contract. The Contract is formed when we send a written Order Confirmation.

For Business Customer Orders placed by purchase order or by accepting a Quote, any additional terms contained in the Customer's purchase order are not incorporated into the Contract unless we expressly accept them in writing.

Declining an Order

LCI may decline to accept any Order for which a Contract has not yet been formed, including where:

- we cannot fulfil the Order on reasonable terms
- the information supplied is inaccurate or incomplete
- we suspect fraud or abuse

- the Order exceeds a credit limit set for the Business Customer
- we have insufficient stock or production capacity
- for other commercial reasons

Where we decline to accept an Order, we will notify you and any payment taken will be refunded in full.

3. Order of precedence

If there is any conflict between the documents that form the Contract, the following order of precedence applies:

- (a) any signed written agreement between LCI and the Customer
- (b) the Order Confirmation
- (c) the Quote
- (d) these Terms of Sale
- (e) the Warranty Policy
- (f) the Delivery and Returns Policy
- (g) for the avoidance of doubt, no terms contained in any Customer purchase order, acknowledgement, or other Customer document form part of the Contract unless expressly accepted by LCI in writing. Where expressly accepted, such terms rank below (a) above.

4. Price

The price of the Goods is the price stated in the Quote or Order Confirmation. Prices are exclusive of VAT, which is charged at the applicable rate on the date of the invoice. Prices are stated in pounds sterling (GBP) unless otherwise agreed in writing.

If LCI has acted on inaccurate or incomplete information supplied by the Customer (including dimensions, drawings, or specifications), LCI may adjust the price to reflect the correction. Where production has already commenced, any adjustment will be notified as soon as reasonably practicable.

Pricing errors

Where a Quote or Order Confirmation contains a manifest error in price, availability, or description (meaning an error that a reasonable Customer would recognise as an error), we may within 5 working days of the Order notify the Customer and offer to proceed at the corrected price or cancel with full refund. For Consumers, this clause does not apply to errors the Customer could not reasonably have identified.

5. Payment

Our default payment terms are payment in full prior to production. We may, at our discretion, offer the following alternative terms to Business Customers, subject to credit check and approval under our separate Credit Terms:

- 30 days from delivery for standard stock items
- 50% deposit on Order plus 50% prior to dispatch for Bespoke Goods

For Consumer orders placed through our website, payment is taken at the time of Order.

Business Customer: late payment

If a Business Customer fails to pay any invoice on or before the due date, LCI may, without prejudice to any other right:

- (a) suspend further supply of Goods until payment is received
- (b) charge interest on the overdue amount at 8% above the Bank of England base rate, accruing daily from the due date until payment, under the Late Payment of Commercial Debts (Interest) Act 1998
- (c) recover fixed compensation under that Act (currently between GBP 40 and GBP 100 per invoice depending on invoice size) and any reasonable costs of recovering the debt
- (d) treat all outstanding amounts as due immediately, regardless of stated payment terms

Set-off

The Customer may not withhold payment or set off any amount against sums owed to LCI without LCI's written agreement. Consumers may withhold payment to the extent permitted by their statutory rights, including the short-term right to reject under section 20 of the Consumer Rights Act 2015 and the right to a price reduction under section 24 of that Act.

6. Delivery

Delivery is governed by our Delivery and Returns Policy, which forms part of the Contract.

We will agree on a specific delivery date with you in writing. For Bespoke Goods and other made-to-order items the delivery date will be confirmed at the point of Order Confirmation.

Business Customer: time of delivery is not of the essence unless expressly agreed in writing.

7. Title and risk

Risk in the Goods passes to the Customer on delivery or upon the goods leaving our premises, in the case of exworks orders, in accordance with the Delivery and Returns Policy and, for Consumers, section 29 of the Consumer Rights Act 2015.

Title in the Goods passes to the Customer only when LCI has received payment in full (in cleared funds) for those Goods and any other sums due from the Customer on any account.

Business Customer: retention of title

Until title passes:

- (a) the Customer holds the Goods as LCI's bailee
- (b) the Customer must store the Goods separately from other stock in a manner that keeps them identifiable as LCI's property
- (c) the Customer must not modify, process, or resell the Goods without LCI's written consent, except in the ordinary course of the Customer's business
- (d) LCI may, on reasonable notice and without liability for trespass, enter the Customer's premises or any premises where the Goods are stored to repossess Goods to which title has not passed
- (e) the Customer must insure the Goods for their full price against loss and damage from the time risk passes
- (f) where the Customer is permitted to resell the Goods in the ordinary course of its business, the proceeds of any such sale are held on trust for LCI in a separately-identifiable account until all sums due to LCI are paid in full
- (g) the Customer's right to use, process, or resell the Goods terminates immediately on any insolvency event described in Section 16

8. Customer-supplied information

Where the Customer supplies LCI with information necessary for production or fulfilment, including dimensions, drawings, specifications, substrate details, colour references, or site conditions, the Customer is responsible for the accuracy and completeness of that information.

LCI relies on the information supplied by the Customer and is not obliged to verify it.

- Business Customer: LCI is not liable for any loss arising from inaccurate, incomplete, or misleading information supplied by the Customer. Where inaccurate information causes Goods to be produced that do not meet the Customer's requirements, any remake, modification, or replacement will be at the Customer's cost.
- Consumer: the Customer may be charged for remake or modification where the error is solely attributable to the Customer's inaccurate information and LCI has not been asked to verify or advise on it. LCI remains responsible for exercising reasonable care and skill in manufacture under section 49 of the Consumer Rights Act 2015.

9. Specifications, samples, and variation

The Goods are made from natural, reclaimed, and recycled materials. Variation in colour, pattern, grain, texture, and inclusions is an inherent characteristic of these materials and is not a defect, provided it falls within the tolerances set out in the applicable Technical Data Sheet.

Where a sample has been supplied, the sample shows the character and tolerance range of the material. It is not an exact match for batch, colour, or pattern.

By placing an Order, the Customer confirms that the Technical Data Sheet for the relevant product has been reviewed and that the Customer accepts variation within the published tolerances as inherent to the material.

LCI may make changes to the Goods that do not materially affect their quality, performance, appearance, or the Customer's ability to use the Goods for any purpose made known to LCI. This may include substitutions of equivalent materials or minor design changes in response to supply or manufacturing constraints.

- Consumer: if the Customer considers any change material, the Customer may reject the Goods and receive a full refund within 14 days of LCI's notification of the change.

10. Warranty

The Goods are supplied with the benefit of the LCI Warranty Policy, which forms part of the Contract and sets out what is warranted, the warranty period for each product, the conditions, and the claim process.

- Consumer: the Warranty Policy is provided in addition to, and does not reduce, your statutory rights under the Consumer Rights Act 2015 and the Consumer Protection Act 1987.
- Business Customer: except as set out in the Warranty Policy and for the non-excludable liabilities set out in Section 12, all other terms, conditions, and warranties (whether express, implied, statutory, or otherwise) relating to the quality, description, or fitness for purpose of the Goods are excluded to the fullest extent permitted by law.

11. Returns and cancellation

Returns, cancellation, and refunds are governed by our Delivery and Returns Policy, which forms part of the Contract.

12. Liability

Nothing in these Terms excludes or limits LCI's liability for:

- (a) death or personal injury caused by LCI's negligence
- (b) fraud or fraudulent misrepresentation

- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 17 of the Consumer Rights Act 2015 (title)
- (d) defective products under the Consumer Protection Act 1987
- (e) any other liability that cannot lawfully be excluded or limited

Consumer: subject to the above, LCI's liability to a Consumer is limited to reasonably foreseeable loss arising as a natural result of LCI's breach. Your statutory rights are not affected.

Business Customer: subject to the non-excludable liabilities above, LCI's total aggregate liability to a Business Customer under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, is limited to the greater of:

- (a) the price paid for the batch of Goods giving rise to the claim, or
- (b) GBP 250,000 per claim or series of connected claims.

LCI is not liable to a Business Customer for any:

- loss of profits, revenue, business, contracts, goodwill, anticipated savings, data, or reputation
- costs of removal, reinstallation, labour, site access, transport, scaffolding, decanting, or making good of adjacent works
- indirect or consequential loss

This limit reflects LCI's public and products liability insurance cover of GBP 5,000,000 per event and in the aggregate per period of insurance, the price of the Goods (which does not include insurance of the Customer's installation works or downstream contracts), and the Business Customer's ability to insure its own site works, consequential losses, and downstream contracts.

13. Intellectual property

All intellectual property in the Goods, the Technical Data Sheets, product designs, branding, and website content is owned by LCI or its licensors. Nothing in the Contract transfers any intellectual property rights to the Customer.

The Customer may not reproduce, copy, resell (save as genuine resale of LCI Goods in their original form), or exploit any intellectual property of LCI without LCI's prior written consent.

LCI indemnifies the Customer against third-party claims that the Goods as supplied by LCI infringe United Kingdom intellectual property rights, save where the claim arises from (a) Customer-supplied designs, drawings, or materials, (b) modification of the Goods after supply, or (c) use of the Goods outside the specifications or applications set out in the Technical Data Sheet. LCI's liability under this indemnity is subject to Section 12.

Where the Customer supplies LCI with drawings, designs, or other intellectual property for the production of Bespoke Goods:

- (a) the Customer warrants that it owns or has the right to use that intellectual property
- (b) the Customer grants LCI a licence to use the intellectual property to perform the Contract
- (c) the Customer will indemnify LCI against any third-party claim that LCI's use of the intellectual property infringes a third-party right

14. Confidentiality

Business Customer: each party will keep confidential any information disclosed by the other which is identified as confidential or which by its nature is obviously confidential, and will use it only for the purposes of the Contract. This obligation does not apply to information which is or becomes public through no fault of the receiving party, was lawfully known before disclosure, or is required by law to be disclosed.

15. Force majeure

LCI is not liable for any delay or failure to perform the Contract where the delay or failure is caused by an event outside LCI's reasonable control, including but not limited to acts of God, war, terrorism, industrial action, epidemic, government action, failure of utilities or transport networks, failure of suppliers or subcontractors, or fire.

The affected party shall give written notice within 5 working days of becoming aware of the event and shall use reasonable endeavours to mitigate its effect and resume performance.

If the event continues for more than 90 days, either party may terminate the Contract by written notice, and LCI will refund any amounts paid for undelivered Goods.

16. Termination for insolvency (Business Customer)

LCI may terminate the Contract with immediate effect on written notice if the Business Customer:

- (a) becomes insolvent, enters administration, has a liquidator or receiver appointed, or enters into any compromise or arrangement with creditors
- (b) ceases or threatens to cease to trade
- (c) suffers any analogous event in any jurisdiction

On termination under this Section:

- (a) all unpaid sums become immediately payable
- (b) LCI may retain any deposit paid as part-payment of sums due

- (c) LCI may enter any premises where Goods are stored to recover Goods to which title has not passed
- (d) obligations under the Warranty Policy and confidentiality survive termination

17. Data protection

LCI processes personal data in accordance with our Privacy Policy.

18. General

Notices

Notices under the Contract must be in writing and sent to LCI at info@lowcarbonindustrial.com or to the Customer at the email or postal address given in the Order.

Assignment

Business Customer: the Customer may not assign, transfer, or subcontract any of its rights or obligations under the Contract without LCI's prior written consent. LCI may assign or transfer any of its rights or obligations to any group company or successor in business.

Third-party rights

A person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term.

Severance

If any provision of the Contract is held to be invalid, illegal, or unenforceable, the remaining provisions will continue in force. Where any provision is held invalid but would be valid if amended, it will be deemed amended to the minimum extent necessary to make it valid.

Entire agreement

Business Customer: these Terms of Sale, together with the other documents forming the Contract, constitute the entire agreement between LCI and the Customer and supersede all prior agreements, communications, and understandings. Neither party has relied on any statement or representation not set out in the Contract.

Variation

Any variation to the Contract must be in writing and signed by or on behalf of both parties.

Waiver

A failure or delay by LCI in enforcing any right under the Contract is not a waiver of that right.

Cumulative remedies

The rights and remedies provided under these Terms are cumulative and not exclusive of any rights or remedies provided by law.

No partnership or agency

Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship between LCI and the Customer. Neither party has authority to bind the other without written authorisation.

Survival

The following Sections survive termination of the Contract: Section 7 (in respect of Goods where title has not passed), Section 10 (Warranty, in accordance with the Warranty Policy), Section 12 (Liability), Section 13 (Intellectual property), Section 14 (Confidentiality), Section 17 (Data protection), Section 18 (General), Section 19 (Governing law and jurisdiction).

19. Governing law and jurisdiction

The Contract is governed by the laws of England and Wales. Disputes arising out of or in connection with the Contract are subject to the jurisdiction of the courts of England and Wales.

- Consumer: a Consumer resident in Scotland or Northern Ireland may bring proceedings in the courts of the jurisdiction in which they are domiciled.

20. Statutory rights

Nothing in these Terms affects statutory rights that cannot be excluded or limited, including rights under the Consumer Rights Act 2015, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, and the Consumer Protection Act 1987.