

Hyperlight by Lasershape

Terms and Conditions

1. Generalities

- i. In all instances: the "seller" shall refer to Lasershape Ltd. The "buyer" shall refer to the company, partnership or sole trader or any of their employees or representatives making this application.
- ii. Notwithstanding anything which may be contained in any purchase order or other document of the buyer, all goods and services supplied by the seller are subject to these conditions alone. These terms and conditions form the basis of all contracts between the seller and the buyer and no other terms shall be applicable unless expressly agreed, in writing, by a principal Director of the seller prior to the acceptance of any order, by way of ordinary purchase order or sub-contact or communication by any other means, written or verbal.
- iii. The seller reserves the right to amend these terms and conditions of sale, in accordance with English law, from time to time. Current terms and conditions of sale will be made available upon request.

2. Loss or damage in transit

- i. The seller will replace goods which fail to arrive, or which arrive in a damaged condition. However, in order to comply with the terms of the seller's own insurance policy, notification of loss or damage to the goods in transit must be made to the seller in writing within 14 days of the scheduled date of despatch, failing which, no claim in respect of such loss or damage will be entertained by the seller.

3. Delays

- i. Unless specifically agreed otherwise in writing by the seller the delivery date notified by the seller to the buyer is an estimate only and the seller shall not be liable for the consequences of any delay in fulfilling the buyer's order.
- ii. Where goods or services are delivered by carriers, over whom the seller has no control, the seller shall not be held liable for the consequences of any delay in, or damaged sustained during transit.

4. Discrepancies

- i. The seller will require receipt signatures for all goods and services supplied or provided. Once signed for then all goods or services are the responsibility of the buyer save for the generality of clauses #4(ii) and #4(iii) below.
- ii. It is the buyers duty to inspect the goods upon arrival and, if they do not correspond in nature to the goods ordered, must notify the seller in writing of any discrepancy within 7 days of the date of despatch, failing which no claim in respect of any such discrepancy will be entertained by the seller.
- iii. It is the buyers duty to check the quantity of all goods immediately upon delivery, and if the quantity differs in any way from the buyers order then the buyer must notify the seller within 72 hours verbally and within 7 days in writing, failing which the seller shall be released from any obligations in respect of shortages.

5. Defective goods, loss attributable to defective goods and returned goods

- i. If the goods should prove defective or otherwise not of merchantable quality the seller will firstly look at reworking, then replace them or, at the sellers absolute discretion, refund the price paid. In the event of rectification work being required for any agreed defective goods, written authorisation must be sought from the Seller in the first instance. This agreement must be in place before any work is undertaken by the Buyer. If the Buyer proceeds with 3rd party or inhouse rectification work without prior written agreement with the Seller then the Buyer must pay the full cost of the work undertaken. There will be no recourse to the Seller after the event.
- ii. It is in every instance for the buyer to satisfy himself that the goods are fit and suitable for the purpose for which they are ordered. Save as set out in 5(i) all warranties and conditions, expressed or implied, statutory or otherwise, as to the quality or fitness for any purpose of the goods are expressly excluded, and no warranty, condition, description or representation is to be taken as having been given or implied by anything said or written by or on behalf of the seller at the point of sale or prior to the goods being ordered.



- iii. Without prejudice to the generality of #5(ii) is expressly agreed and understood by the buyer that the seller's liability in respect of defective or otherwise unmerchantable goods shall under no circumstances whatsoever extend beyond the price paid for such goods: in particular the seller shall not be liable for any damage to property, nor any consequential loss of whatsoever nature, howsoever caused, arising out of any defect in the goods, or from their failure to correspond to any description or representation, or from their unsuitability for any purpose.
- iv. Defects in goods delivered shall not be grounds for cancellation by the buyer of the remainder of any order or contract.
- v. If the buyer alleges that goods supplied are defective under #5(i) the buyer will return them carriage paid to the seller's premises. If after examination by the seller, it is established that the goods are defective then the seller will refund to the buyer the cost of carriage.
- vi. The seller is under no obligation to accept returned goods unless returns authorisation has been first obtained by the buyer. Upon receipt of such authorisation the buyer must ensure that the goods detailed by such authorisation are returned with fourteen days from the date of such authorisation, after which time the seller may refuse to accept return of such goods.

6. Price

- i. Payment is to be solely in accordance with the seller's settlement terms as set out below in para #7(i) and #7(ii).
- ii. The seller reserves the right to vary any price advertised in the seller's catalogue or elsewhere as occasion demands. Goods will be supplied at the price prevailing at the date of acceptance by the seller of any order placed by the buyer. The seller reserves the right to increase a given price in line with fluctuations in international exchange rates.

7. Settlement terms

- i. Subject to clause 7(iv), our settlement terms are 30 days from end of month of invoice. Interest is chargeable on overdue accounts at the statutory rate or 10% whichever is the greater. The seller reserves the right to suspend deliveries and/or trade credit facilities.
- ii. Failure to notify the seller's credit control of disputes or queries shall not entitle the buyer to withhold payment when such payment becomes due. The onus is solely upon the buyer to ensure that disputes, queries or copy document requests are made to the seller's credit control immediately upon discovery of the event.
- iii. Credit limits will be set by the seller and are at the seller's sole discretion. If such limits are exceeded then the seller may require the buyer to provide funds to reduce the balance to below the set credit limit, whereupon the buyer herewith agrees to forward such funds as the seller deems necessary.
- iv. In the event of any breach of any of the terms herein, or in the event of the issue of debt recovery litigation by the seller against the buyer, all monies payable to the seller, whether or not due, shall become immediately payable to the seller without any further notice and may be included in any such recovery litigation for the purpose of charging interest.

8. Specifications

- i. Goods described in the seller's catalogues or elsewhere are subject to a continuing process of technical change and development, and it is therefore understood and agreed by the buyer that goods supplied may not necessarily comply in all respects with the technical specifications as detailed in the said catalogue.

9. Reservation of title

- i. Although goods supplied by the seller to the buyer shall be at the buyer's risk immediately upon delivery to the buyer (and the buyer should be insured accordingly), the title in the goods shall not pass from the seller to the buyer until the goods have been paid for in full. Until title in the goods passes from the seller to the buyer as aforesaid the buyer shall hold the goods as bailee of the seller. The buyer expressly agrees to a charge being held by the seller against the buyer to the value of any or all unpaid goods or services, as supplied against the buyers' purchase request as detailed in #1 (ii) above, in respect of reservation of title for preferential claim purposes.



- ii. Where goods are supplied under a contract order with delivery in instalments or over an extended period, the order is to be regarded as a whole and that title in none of the goods passes to the buyer until all of the goods which are the subject of the contract order have been paid for in full.
- iii. In the event of the buyer committing an act of insolvency or bankruptcy the buyer irrevocably empowers the seller or any of his accredited representatives to enter any such premises from which the buyer trades or holds stock, to recover any such goods which correspond to those goods supplied by the seller for which the buyer has not paid for in full. With regard to any claim the buyer expressly agrees and accepts that the sellers claim shall be as being preferential with regard to the generality of reservation of title.

10. Cancellation of orders

- i. Orders are accepted on the basis that they are subject to cancellation only with the sellers' consent. Any costs incurred by the seller as a result of cancellation will be paid by the buyer immediately upon demand of same by the seller. Such costs will be subject to interest and legal fees where debt recovery action is taken, as in para #7(i) above.

11. Law

- i. All contracts shall ultimately be exclusively governed by English law, regardless of the nationality of the buyer, and shall be subject exclusively to the jurisdiction of English courts.

12. Partnership and sole trader debtors

- i. We may transfer information about you to our bankers/financiers for the purposes of providing services and for the following purposes: -
- ii. Obtaining credit insurance, making credit reference agency searches, credit control, assessment and analysis (including credit scoring, market, product and statistical analysis), securitisation, protecting our interests.
- iii. We will provide you with details of our bankers/financiers and that of any credit reference agencies used on request.

Technical Standards

13. CAD and drawings

- i. CAD files must be supplied with scale of 1:1.
- ii. Where dxf or dwg files are provided, the part to cut must be in the documents model space.
- iii. Each CAD file must contain only one part. Multiple part files are not supported.
- iv. Where dxf or dwg files are provided, the model must contain only cut features. All lines and arcs will be cut as it is not possible for Hyperlight to identify 'no cut' or 'etched' features within this file type.
- v. It is the customers responsibility to verify the uploaded CAD's dimensions and visual representation within Hyperlight prior to placing an order.

14. Manufacture

- i. All care will be taken to protect both surfaces of the material, however we can only guarantee one scratch/blemish free side which will be the side seen on the drawing.
- ii. Hyperlight will suggest deburring for some material and thickness combinations where the expected cut quality would otherwise fall below our expected standards. However, it remains the responsibility of the customer to specify where deburring is required for the given application and desired results.
- iii. On certain materials, oil coating will be present to aid the cutting process and prevent splatter from attaching to the material.
- iv. Parts cut with coating on will leave light residue around the internal and external profiling of the component. Coating is also likely to blow off on small components due to assist gas pressure.
- v. Material can only be laser cut with coating on the top side of the material only.



- vi. Components with designs such as long narrow strips or perforated/heavy detailed parts are highly likely to distort during the cutting process as the natural stresses are relieved. This is mostly noticeable in low tensile strength material such as Aluminum.
- vii. Profile edges will be hardened during the thermal cutting processes; the values have been validated to be within ISO BS EN 9013 standards.
- viii. Smaller profiled parts sometimes will need a tag left on the parts to keep it in the sheet. Whilst we endeavour to minimise the visual appearance where tags are applied, evidence of their application will often remain.
- ix. All laser cut parts will be subject to our tolerance of +/-0.25mm.

