

Warranty and Returns Policy

From the 1st of January 2009 Leeda will be reducing warranty return costs and cutting down road travel and emissions by operating a "non physical stock" returns policy. We believe this policy will prove more efficient and economic for our customers and ourselves. If you receive a warranty claim all we ask is that you contact Customer Care

By Phone or by Fax or by Email
0800 1300621 0800 1300622 customer.service@leeda.co.uk

We will then send you a warranty form for completion and signature. We will then evaluate your claim and replace the faulty goods as necessary.

Should it be uneconomical to replace the goods, or if they are out of stock, we will credit the goods subject to us accepting the claim. In most cases you will not be required to return the faulty stock to us.

There are a few simple guidelines:

- One warranty claim maximum a month (this could of course involve multiple products)
- We require Invoice numbers for goods if possible.

We reserve the right to:

- 1) Ask for return of goods that are the subject of a warranty claim
 - 2) Inspect the goods before return or claim
 - 3) Ask for further documentation
 - 4) Refuse replacement or credit should we consider the claim invalid
- All Pole sections will be collected unless economically inefficient for the company
 - All warranty claims will be assessed against the relevant products and customer's sales history
 - All faulty goods that have been replaced or credited must be removed from the market place and not offered for sale in any form without the company's prior consent
 - The Customer Care Team must be notified in writing if the return relates to a consumer claim for damages
 - Any consumer claim, in the first instance, should be referred to the original Retail Vendor who is responsible for resolving the claim with the consumer. This does not affect a consumer's statutory rights
 - Any customer who promises to refund or replace an item without first receiving confirmation from the Leeda Warranty Team or Customer Services does so at their own risk
 - If a claim for faulty products is accepted then the products will be replaced and invoiced with a supporting credit note for the faulty products within 14 days
 - Credit notes will only be issued where a replacement product is not available
 - Where credit notes are issued they will be at the price prevailing at the time of the credit
 - Products which Leeda do not believe have been purchased from Leeda will be rejected unless proof can be provided
 - Leeda shall not in any event be liable for any indirect, special or consequential damages howsoever arising including (but not limited to) financial loss or loss of profits in connection with or arising from the supply, failure to supply, functioning, or use of the goods. Leeda shall not be liable for any damage caused to third party property arising from the functioning or use of goods

Retailer Terms

PRICING

- Bona fide retailers who have a direct account with Leeda and who consistently keep within their payment terms and credit limit are automatically entitled to access all products listed within the Leeda Trade Directory at the entry price listed
- It is Leeda's policy to reward retailers who commit to significant volumes of business with improved discount rates
- In any given year, customers who have achieved a proven minimum annual purchase from Leeda will have their terms reviewed to the commensurate discount tier for the following year
- The criteria and customer turnover levels are reviewed on a regular basis. Changes to individual customer discount rates will be communicated in writing
- Leeda reserves the right to alter prices without prior notice. Orders are accepted on the basis of prices ruling on the day of despatch. This applies irrespective of any prices a customer may quote on their order or that may be listed at time of receipt of order
- From time to time, Leeda may make special promotions available to its customers. Any prices which apply to these promotions are only available on orders submitted to Leeda on the correct order forms and within the dates of the promotion. For the majority of promotions prices apply at date of order processing

NEW ACCOUNTS

- Bona fide Retailers may apply for a new account application form by phoning Leeda Customer Care on **0800 1300621**
- Where applications are accepted, initial orders will be expected to be paid for on a pro-forma basis

RETENTION OF TITLE

- All Customers of Leeda are required to enter into our current Retention of Title agreement. This is a standard requirement of Leeda's external finance agencies and failure to fulfil this requirement may negate access to open account terms.
- Title of the goods will not pass to the Customer until they have made payment in full to Leeda in respect of the goods and no other amounts are then outstanding from the Customer to Leeda in respect of other goods supplied by Leeda

PAYMENT TERMS

- All invoices are due for payment by the 15th of the month following date of invoice, eg order invoiced 5th January, payment to be received at Leeda, Burnell House, 8 Stanmore Hill, Stanmore, Middlesex, HA7 3BQ, by 15th February.
- Where relevant invoices may qualify for Leeda's settlement discount prevailing at the time if full payment is received at Leeda by the due date and if the account is fully up to date at that time.
- A statement is supplied to all customers soon after each calendar month end to assist a Customer's payment process.
- It is strongly recommended that customers submit payments to arrive at Leeda by 13th of each month to allow for payment posting to accounts prior to the 15th of the month.
- With effect from 1/11/07 Leeda reserves the right to levy an administration charge of 1% on all credit card transactions. This charge will be levied at the time of payment and will be liable to V.A.T. No administration charge is liable to payments made by debit cards. An invoice will be issued after the processing of any administration charge.

Retailer Terms continued

- A customer's account may become automatically credit stopped even if within terms should it surpass the authorised credit limit. Credit limits are set via external financial credit references & may be increased dependent upon a customer's payment record with Leeda. It is advisable, as with any borrowings that customers pre-notify Leeda's Credit Control Department of your anticipated credit limit requirement for prior approval with external agencies in order to allow continuous supply to the business. customer credit limits are detailed on your monthly statements.
- If customers have any queries on invoiced prices or goods received the customer must contact the Customer Care Team within the timescales detailed under 'Damages, Shortages, Non-Delivery & Price Queries' herein.
- Leeda allows a period of up to 4 weeks after the invoice due date in which queries may be resolved by Leeda during which supply may be allowed to continue. If payment is not received by 13th of the month 2 months following date of invoice the account will automatically be put on credit stop via the operating system, eg order invoiced 5th January disputes must be settled & payment received at Leeda by 13th March to avoid credit stop.
- In circumstances of a consistently poor payment record the grace period for resolution of queries may be withdrawn along with access to the settlement discount facility.
- It is not viable for Leeda to issue notice of credit stops to individual customers, and the onus is with the customer to make timely payments against statements, operating within the authorised credit limit detailed upon your monthly statement.
- Every time a cheque, standing order or banker's order fails to clear the customer's bank on presentation, Leeda will separately surcharge the Customer's account £15.00.
- Leeda will levy a service charge of up to 2% per month compounded, on all overdue amounts, payable from the date the account becomes overdue. All current and future deliveries to the account will be suspended until the arrears are settled in full to the satisfaction of the Leeda Credit Control Department. Goods allocated to a customer's account, where there is excess demand, will be re-allocated to credit free accounts. Payment and discount terms may be reduced without prior notice and ultimately open account terms may be withdrawn.
- Leeda recommends payment via B.A.C.'s for security reasons and that these payments are made 5 days ahead of the dates outlined above. This is due to the time delay in notification and therefore posting to Leeda's operating system which affects credit stop.
- It is recommended that any such payments are notified separately in writing to Leeda Credit Control Department at the time they are made in order to assist prompt allocation against invoice.
- From time to time different payment terms may be agreed in writing with individual accounts. Such agreements will impact upon the payment dates outlined above.
- All payments must be mailed to the below address to be received no later than the due dates outlined above. Cheques must be made payable to 'H Young (Operations) Ltd - Leeda'. They must be accompanied by the remittance slip from your statement or a list of all invoice numbers which the payment refers to: FAO H Young (Operations) Ltd - Leeda, Burnell House, 8 Stanmore Hill, Stanmore, Middx HA7 3BQ.
- Leeda accepts no responsibility for the misappropriation of cheques made out to any other payee. The risk related to posting cheques to Leeda lies with the customer until the cheque has been paid into Leeda's bank account and the cheque has been cleared.

Retailer Terms continued

SPECIFICATIONS

- Leeda reserves the right to modify specifications of goods according to the supply position and Leeda's ongoing desire to improve the specification
- All weights and measurements are approximate e&oe

APPLICABLE LAW

- If any part of these terms and conditions of trade is invalid for any reason its invalidity does not affect the rest of these terms of trade which will remain valid and enforceable in all respects. These terms of trading shall be construed in accordance with English law and shall be subject to the non-exclusive jurisdiction of the English courts

CARRIAGE

- The minimum order value for free of charge carriage anywhere within the United Kingdom mainland is £150 excluding B2B orders which is £100 at the customer's purchase price and excluding VAT
- A mandatory charge of £10 will be added to all orders under £150, excluding B2B orders when the threshold is under £100.
- Owing to Leeda's despatch system it is not possible to add to orders. Each order will be processed separately and so must therefore meet the carriage paid criteria
- Out of stock items will be delivered as soon as available with carriage for additional deliveries paid by Leeda.

DELIVERY

- Every effort will be made to despatch all orders received by 3pm the same day, although in peak season it may not always be possible to guarantee this service level. The status of all orders can be tracked via www.leedab2b.co.uk. Delivery is generally next working day, although in outlying areas a three-day delivery should be expected
- Unless specified otherwise, orders are always accompanied by a Leeda combined invoice and despatch note. The despatch note details the order contents in full and the recommended retail price. The invoice details the order contents, the recommended retail price and the nett off invoice price paid
- Delivery will be made by Leeda's appointed carriers or by post
- From time to time the Despatch team may have to de-allocate items from an order to expedite the rest of the order in a timely manner. De-allocated items will be shipped as soon as they become available

FORWARD ORDERS / GOODS AWAITING DESPATCH

- Forward orders for goods not available ex-stock at time of order placement will be automatically despatched once the goods become available, and without prior notification, given that your account is within payment terms and credit limit at that time. Carriage will be paid by Leeda
- Customers who do not wish to benefit from the forward order service should notify the Leeda Customer Care Team in writing
- Enclosed with a Customer's statement each month is a report of all pending products awaiting despatch
- Cancellation of forward orders should be made in writing to the Leeda Customer Care Team. Cancellations will not be accepted once the goods have been despatched
- In all circumstances, any future stock availability dates quoted are for reference only and may be subject to change
- Back and forward orders can be managed on-line via www.leedab2b.co.uk

Retailer Terms continued

DAMAGES, SHORTAGES, NON-DELIVERY AND PRICE QUERIES

- Leeda will not accept any claim in respect of damage in transit, shortage or non-delivery unless it is communicated to the Leeda Customer Care Team as follows:

Damage in transit - within 3 days of receipt of the goods

Shortages - within 3 days of receipt of the goods

Non-delivery - within 10 days of the date of the invoice

Price queries - within 3 days of receipt of the goods

- No deduction from the payment of invoices may be made for goods damaged, not received, or where there is a price dispute, until Leeda has issued a credit note
- If all or part of a delivery is refused owing to damage the Leeda Customer Care Team must be notified immediately
- Damaged parcels received by post should not be refused, but accepted and the Leeda Customer Care Team notified immediately
- Leeda does not undertake 'stock cleansing' in any form

Contact Details

SALES ORDERS

To place orders, check availability and check product information:

By Web - www.leedab2b.co.uk (7 days a week, 24 hrs a day)

By Phone - Sales Direct 01527 587450 (Mon-Fri 8.30am-5.00pm)

By Fax - 0800 1300 622

By Email - sales@leeda.co.uk

By Mail - Customer Care
Leeda
Units 8 & 9 Moons Park
North Moons Moat
Burnt Meadow Road
Redditch
Worcestershire
B98 9PA

CUSTOMER CARE

For ALL Customer Service queries, warranty & returns:

By Fax - Freefax 0800 1300 622 (7 days a week, 24 hrs a day)

By Phone - Freephone 0800 1300 621 (Mon-Fri 8.30am to 5.00pm)

CREDIT CONTROL

For payment queries, credit limit applications & debit card payments:

By Fax - Fax 020 8385 3443 7 days a week, 24 hrs a day

By Phone - Telephone 020 8385 3462 Mon-Fri (9.00am to 5.15pm)