

# LSUK Terms & Conditions

## LSUK General Terms and Conditions

### 1. General

All quotations and orders are accepted by LINEV Systems UK Ltd ("LSUK") solely upon and subject to these Terms and Conditions, which shall apply to the exclusion of all other terms and conditions unless specifically accepted in writing by LSUK.

### 2. Warranty

(a) Unless otherwise agreed in writing, LSUK warrants its products against defects in materials and workmanship for twelve (12) months from the scheduled dispatch date. The warranty does not cover misuse or equipment damaged by external causes.

(b) Consumable items (including but not limited to filters, lamps, test pieces, or parts subject to normal wear and tear) are excluded.

(c) Replacement or repaired parts are covered only for the remainder of the original warranty period.

(d) This warranty does not extend to performance guarantees, suitability for a particular application, or detection capability.

### 3. Purchaser Responsibility

(a) The purchaser remains responsible for compliance with all applicable laws, regulations, and site security obligations.

(b) The purchaser shall ensure proper operator training (where applicable), correct installation environment, regular servicing and support by approved personnel in accordance with LSUK's recommendations, and integration of LSUK products into broader security systems.

(c) The purchaser indemnifies LSUK against claims, losses, or liabilities arising from the purchaser's use or misuse of the equipment.

### 4. Title and Risk

(a) Risk passes on delivery.

(b) Title passes only upon full payment. Until then, LSUK retains full ownership and reserves the right to repossess equipment or other items to that value in the event of non-payment.

### 5. Delivery

(a) Delivery dates are indicative only and time shall not be of the essence.

(b) LSUK shall not be liable for delays, including those caused by the purchaser.

### 6. Liability

(a) To the fullest extent permitted by law, LSUK shall not be liable for:

- Failure to detect threats or prohibited items,

- Loss of profit, revenue, goodwill, business interruption, loss of data, or any indirect or consequential losses, however arising.

(b) LSUK's total aggregate liability in respect of any contract shall not exceed the lesser of: (i) the total contract value, or (ii) £500,000 (or equivalent at time of order for non-sterling customers).

(c) Nothing in these terms excludes liability for death or personal injury caused by LSUK's negligence, fraud, or other liability that cannot be excluded by law.

7. Performance Data and Use of AI. Customer agrees and acknowledges:

- a) all performance data, specifications, brochures, marketing materials, or other published matter related to the products and services herein are indicative only and based on tests under controlled conditions and shall not be deemed part of the Agreement or give rise to any liability;
- b) no system is capable of detecting every target, Prohibited Item, or other dangerous item. Where equipment incorporates artificial intelligence, such technology is intended to support security or other decision-making but does not guarantee detection of any or all targets, Prohibited Items, or other dangerous items;
- c) for operator-assisted systems, Customer remains solely responsible for reviewing images, applying judgement, and making security decisions;
- d) for fully autonomous systems, that baggage is screened without operator intervention, but the responsibility and liability for site security remains with the Customer; and
- e) non-operator intervention systems must be used as part of a wider security framework, but the responsibility and liability for site security remains with the Customer.

8. Force Majeure

LSUK shall not be liable for delay or failure to perform due to causes beyond its reasonable control, including but not limited to strikes, fire, terrorism, war, epidemic, supply chain disruptions, or government actions.

9 Intellectual Property

All intellectual property rights in LSUK products, software, manuals, or related documentation remain the sole property of LSUK or its licensors. No licence is granted except as expressly agreed in writing.

10. Governing Law and Dispute Resolution

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales. Disputes shall first be referred to mediation under CEDR rules before escalation to the English courts.

11. Order Cancellation If the Customer cancels an order at any stage, all deposits or advance payments made shall be non-refundable and shall be immediately forfeited. The Customer acknowledges and agrees that such amounts represent a genuine pre-estimate of the Supplier's costs, commitments, and losses arising from the cancellation, including but not limited to procurement, production scheduling, resource allocation, and administrative expenses, and do not constitute a penalty.

