1. Definitions
1.1 “Agreement” means any agreement for the provision of Goods or Services by LSI to the Client.
1.2 “Client” shall mean the Client (or any person acting on behalf of and with the authority of the Client) as described on any quotation, work authorization or other form of approval by LSI to the Client.
1.3 “Goods” shall mean all Goods supplied by LSI to the Client (and where the context so permits shall include any supply of Services as hereinafter defined) and are as described on the invoices, quotation, work authorization or any other forms as provided by LSI to the Client.
1.4 “Guarantor” means that person (or persons) who is liable for the debts of the Client on a principal debtor basis.
1.5 “LSI” shall mean Legacy Sports International, Inc., its successors and assigns or any person acting on behalf of and with the authority of Legacy Sports International, Inc.
1.6 “Price” shall mean the Price payable for the Goods as agreed between LSI and the Client in accordance with clause 3 of this contract.

2. Acceptance
2.1 The Terms apply exclusively to every Agreement for the supply of Goods and/or the Services by LSI to the Client.
2.2 Any instructions received by LSI from the Client to supply Goods shall be at the Client’s sole risk and expense.
2.3 LSI reserves the right to change the Price in the event of a variation to LSI’s quotation (including, but not limited to, any variation as a result of fluctuations in currency exchange rates). All variations will be charged for on the basis of LSI’s quotation and will be shown on the invoices, quotation, work authorization or any other forms as provided by LSI to the Client.

3. Price and Payment
3.1 At LSI’s sole discretion the Price shall be either:
(a) as indicated on invoices provided by LSI to the Client in respect of Goods supplied; or
(b) LSI’s Price at the date of delivery of the Goods according to LSI’s current pricelist; or
(c) LSI’s quoted Price (subject to clause 3.2) which shall be binding upon LSI provided that the Client shall accept LSI’s quotation in writing within thirty (30) days.
3.2 LSI reserves the right to change the Price in the event of a variation to LSI’s quotation (including, but not limited to, any variation due to a result of fluctuations in currency exchange rates). All variations will be charged for on the basis of LSI’s quotation and will be shown as variations on the invoice.
3.3 At LSI’s sole discretion payment for approved Clients shall be due per the agreed upon terms. Statements will be delivered monthly by email or mail.
3.4 Time for payment for the Goods shall be of the essence and will be stated on the invoice or any other forms. If no time is stated then payment shall be due 14 days following the date of the Goods or Services.
3.5 Payment will be made by check, ACH, credit card, direct credit, or by any other method as agreed to between the Client and LSI.

4. Delivery
4.1 At LSI’s sole discretion delivery of the Goods shall take place when the Client takes possession of the Goods at LSI’s address.
4.2 At LSI’s sole discretion the costs of delivery are in addition to the Price.
4.3 Delivery of the Goods to a third party nominated by the Client is deemed to be delivery to the Client.
4.4 LSI may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in the Terms.
4.5 The failure of LSI to deliver shall not entitle either party to treat the Agreement as repudiated.
4.6 Any period or date for delivery of Goods or provision of Services stated by LSI is an estimate only.
4.7 LSI will use reasonable actions to meet any estimated dates for delivery of the Goods but will not be liable for any loss or damage suffered by the Client or any third party for failure to meet any estimated date or to deliver the Goods at all, where due to circumstances beyond the control of the LSI.
4.8 If LSI is unable to deliver by any estimated date, it will take reasonable action complete the delivery within a reasonable time.

5. Risk
5.1 The risk in the Goods and all insurance responsibility for theft, damage or otherwise will pass to the Client immediately on the Goods being delivered to the Client or taken from LSI’s premises.
5.2 If LSI is unable to deliver to the Client on the basis that the Client has obtained all necessary licenses or permits under all relevant laws and regulations in relation to the goods.
5.3 The Client assumes all risk and liability for loss, damage or injury to persons or to property of the Client, or third parties arising out of the use, installation or possession of any of the Goods sold by LSI, unless recoverable by LSI on the failure of any statutory guarantee.
5.4 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, LSI shall be entitled to receive payment proceeds payable for the Goods. The production of the Terms by LSI is sufficient evidence of LSI’s rights to receive the insurance proceeds without the need for any person dealing with LSI to make further inquiries.

6. Title
6.1 LSI and the Client agree that ownership of the Goods shall pass to the Client in respect of the Goods sold by LSI.
(a) The Client has paid LSI all amounts owing for the particular Goods; and
(b) The Client has met all other obligations due by the Client to LSI in respect of the Agreement between LSI and the Client.
6.2 Receipt by LSI of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honored, cleared or recognized and until then LSI’s ownership or rights in respect of the Goods shall continue.
6.3 It is further agreed that:
(a) where practical, the Goods shall be kept separate and identifiable until LSI shall have received payment and all other obligations of the Client are met; and
(b) until such time as ownership of the Goods shall pass from LSI to the Client LSI may give notice in writing to the Client to return the Goods or any of them to LSI. Upon such notice the rights of the Client to obtain ownership or any other interest in the Goods shall cease.

7. Liability
7.1 Despite anything to the contrary contained herein or any other rights which LSI may have otherwise
7.2 LSI shall have the right of stopping the Goods in transit whether or not delivery has been made;
7.3 LSI shall not be bound to deliver the Goods to the Client if LSI is of the opinion that the Client has failed to perform any of its obligations to LSI; and
7.4 LSI shall not be responsible to the Client for the supply of Goods and/or the Services or any other forms as provided by LSI to the Client (and where the context so permits shall include any supply of Goods as defined above).
7.5 The Terms means these Terms & Conditions of Trade
7.6 “Goods” shall mean all Goods supplied by LSI to the Client (and where the context so permits shall include any supply of Services as hereinafter defined) and are as described on the invoices, quotation, work authorization or any other forms as provided by LSI to the Client.
7.7 “Guarantor” means that person (or persons) who is liable for the debts of the Client on a principal debtor basis.
7.8 “LSI” shall mean Legacy Sports International, Inc., its successors and assigns or any person acting on behalf of and with the authority of Legacy Sports International, Inc.
7.9 “Price” shall mean the Price payable for the Goods as agreed between LSI and the Client in accordance with clause 3 of this contract.
7.10 “Terms” shall mean these Terms & Conditions of Trade
7.11 Except as the Terms specifically state, or as contained in any express warranty provided in relation to the Goods or Services, the Agreement does not include by implication any other terms, conditions or warranties, whether in respect of the quality, merchantability, acceptability, fitness for purpose, condition, description, assembly, manufacture, design or performance of the Goods or Services or any contractual remedy for their failure.
7.12 LSI is not liable for any indirect or consequential losses or damages suffered by the Client or any third party, however caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to any other party, except to the extent of any liability imposed by the ACL.
7.13 The Client acknowledges that:
(a) LSI has the sole responsibility of satisfying itself that the goods or services are suitable for the use of the Client.
7.14 LSI is not liable for any indirect or consequential losses or damages suffered by the Client or any third party, however caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to any other party, except to the extent of any liability imposed by the ACL.
7.15 The Client acknowledges that:
(a) it has not relied on any service involving skill and judgement, or on any advice, recommendation, information or assistance provided by LSI in relation to the goods or services or their use or application.
7.16 LSI is not liable for any indirect or consequential losses or damages suffered by the Client or any third party, however caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to any other party, except to the extent of any liability imposed by the ACL.
7.17 The Client acknowledges that:
(a) it has not relied on any service involving skill and judgement, or on any advice, recommendation, information or assistance provided by LSI in relation to the goods or services or their use or application.
7.18 LSI is not liable for any indirect or consequential losses or damages suffered by the Client or any third party, however caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to any other party, except to the extent of any liability imposed by the ACL.
12. Default and Consequences of Default
12.1 If the Client defaults in payment by the due date, then all payments and other monetary obligations payable hereunder shall become immediately due and payable.
12.2 Interest on overdue invoices shall accrue daily from the date when payment becomes due until actual payment is made at a rate of two and a half percent (2.5%) per calendar month (and at LSI’s sole discretion such interest shall compound monthly at such a rate) after any judgment.

12.3 In the event that the Client’s payment is dishonored for any reason the Client shall be liable for any dishonor fees incurred by LSI.
12.4 If the Client defaults in payment of any invoice when due, the Client shall indemnify LSI from and against all costs and disbursements incurred by LSI in pursuing the debt including legal costs on a solicitor and own client basis and LSI’s collection agency costs.

12.5 Without prejudice to any other remedies LSI may have, if at any time the Client is in breach of any obligation (including those relating to payment) LSI may suspend or terminate the supply of Goods to the Client and any of its other obligations under the terms and conditions.

12.6 Without prejudice to LSI’s other remedies at law LSI shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to LSI shall, whether or not due for payment, become immediately payable in the event that:
(a) any money payable to LSI becomes overdue, or in LSI’s opinion the Client will be unable to meet its payments as they fall due; or
(b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
(c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

13. Cancellation
13.1 LSI may cancel any Agreement to which these Terms apply or cancel delivery of Goods at any time before the Goods are delivered by giving reasonable written notice to the Client. On giving such notice LSI shall repay to the Client any sums paid in respect of the Price. LSI shall not be liable for any loss or damage whatsoever arising from such cancellation.

13.2 In the event that the Client cancels delivery of Goods the Client shall be liable for any loss incurred by LSI (including, but not limited to, any loss of profits) up to the time of cancellation.

13.3 Cancellation of orders for Goods made to the Client’s specifications or non-stocklist items will not be accepted once the order has been processed.

14. Unpaid LSI’s Rights
14.1 Where the Client has left any item with LSI for repair, modification, exchange or for LSI to perform any other Service in relation to the item and LSI has not received or been tendered the whole of the Price, or the payment has been dishonored, LSI shall have:
(a) a lien on the item;
(b) the right to retain the item for the Price while LSI is in possession of the item;
(c) a right to sell the item.
14.2 The lien of LSI shall continue despite the commencement of proceedings, or judgment for the Price having been obtained.

15. General
15.1 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

These Terms and any Agreement to which they apply shall be governed by the laws of the United States and are subject to the jurisdiction of the courts of the United States.

LSI shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by LSI of the Terms.

In the event of any breach of this contract by LSI the remedies of the Client shall be limited to damages which under no circumstances shall exceed the Price of the Goods.

The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by LSI nor to withhold payment of any invoice because part of that invoice is in dispute.

LSI may license or sub-contract all or any part of its rights and obligations without the Client’s consent.

The Client agrees that LSI may review the Terms at any time. If, following any such review, there is to be any change to the Terms, then that change will take effect from the date on which LSI notifies the Client of such change. Except where LSI supplies further Goods to the Client and the Client accepts such Goods, the Client shall be under no obligation to accept such changes.

Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.

The failure by LSI to enforce any provision of the Terms shall not be treated as a waiver of that provision, nor shall it affect LSI’s right to subsequently enforce that provision.