

CONDITIONS OF SALE

1 Application of Conditions

All contracts of sale entered into by us incorporate these conditions are not varied by any special terms or conditions agreed in writing between the parties. Contradictory terms or conditions of the Customer shall be ineffective whether the same are included in the Customer's order or otherwise. All other terms conditions warranties or representations whether express or implied and whether made before or at the time of or after the Customer's order or instructions and even if contained therein are hereby excluded so far as is permitted under the Sale of Goods Act 1979 and the Unfair Contract Terms Act 1977. The exclusions of liability in these conditions extend to the negligence of ourselves our servants and agents and any loss or damage resulting therefrom.

2 Quotation & Acceptance

- a. Quotations are valid for thirty (30) days and represent no obligation until receipt and acceptance of the purchaser's official order.
- b. In the event of inconsistency between Seller and the Purchaser's conditions the Seller's shall prevail. No variation of the Seller's conditions shall be binding upon the Sellers unless and until the variation has been accepted in writing by a Director on behalf of the Seller.
- c. Nothing contained in any other document, technical data, Literature or catalogue shall be incorporated in any contract with the Seller unless expressly incorporated by agreement in writing by a Director of the Seller.
- d. The Seller at its sole discretion will accept verbal orders provided the Purchaser supplies an order reference, has an account with the Seller and such account is up to date with no outstanding issues. Notwithstanding the lack of a written order acknowledgement from the Seller, orders accepted verbally shall be subject to these conditions of Sale and if an order is duplicated as a result of failure to state clearly 'Confirmation of Verbal Order' on the written confirmation the Purchaser will accept any duplicated shipment and make payment therefore or incur a cancellation charge.

3 Price & Delivery

- a. Prices shall be as stated for the goods as specified in the quotation or as in our current price list as appropriate and shall be net of VAT which will be added where applicable at the rate prevailing at the time of Invoice. Any variation in the specification or quantities between the time of the quotation and the acceptance of the order shall be adjusted accordingly at the time of the acceptance.
- b. Delivery will be ex-works and goods will be packed in the seller's normal specification non-returnable packing. Carriage will be made by the seller's normal carrier and charged accordingly unless carriage is included for in the quotation. Special carriage arrangements at the request of the buyer will be accepted at the buyer's expense.
- c. Any delivery period quoted is an estimate only and given in good faith. It commences from the seller's acceptance of the purchase order and all reasonable steps will be taken to deliver the goods at the time stated, but the seller shall be under no liability for any delay or failure in delivery.

4 Terms of Payment

Payment shall be made before the end of the month following the month in which the goods are invoiced to approved accounts. All accounts must be maintained within the authorised credit limits. The seller reserves the right to do all or any of the following to apply interest at rate of 4% above the base rate of Barclays Bank PLC, from the due date, suspend deliveries, cancel the contract. Export orders and non-account or new account customers will be subject to terms of payment stated at the time of quotation and/or Acknowledgement and Acceptance of Order.

5 Warranty

- a. The seller warrants for a period of two (2) years from the date of original shipment of the goods sold hereunder that the goods are free of any defect in material and/or workmanship. Seller's liability shall be limited, however, to the cost, repair or replacement at seller's discretion of units and components except lamps which are found to its satisfaction to be defective owing to faulty materials or workmanship, provided that the goods have not been modified or repaired other than by the seller and have been stored, installed, operated and maintained in accordance with the seller's recommendations. The warranty as to lamps is further limited and conditioned as set forth below.
- b. **LEDs/Lamps** Due to the fact that there can be a variance in operating times and conditions within a given period, lamps failing within two (2) years of purchase which are considered to have failed prematurely should be returned to the seller with a letter giving evidence of the date purchased and a full description of the installation and total operating time, driver/transformer voltage and a schedule of hours of use. The seller will, at its discretion, replace the lamps or give proportionate credit if it is decided by the seller that the lamps have failed prematurely relative to the average life expectancy of the type of lamp while operating in normal conditions.
- c. If the seller is not providing any power sources (driver units/transformers) with the system then the buyer must follow any instruction given from the seller on the operation/specification of the power source, in order for the warranty to remain valid. Evidence of this from the buyer will be required if any claims are being requested.
- d. Any claim under warranty shall be accompanied by the return of the faulty unit(s) or components(s) to the seller carriage paid.
- e. Under no circumstances shall the Seller's responsibility to the Buyer under any guarantee or warranty exceed that of the original order value of the specific item.

6 Exclusion of Liability & Warranties

Save as provided herein and subject to the Sale of Goods Act 1979 and the Unfair Contract Terms Act 1977 we shall be under no liability howsoever arising and whether in contract or tort or otherwise in respect of any defects in goods sold or defective work or for any loss or damage or injury resulting therefrom including consequential loss.

7 Retention of Title

Title in the goods sold by us shall not pass to the Customer until we have received in cash or cleared funds payment in full of the price of the goods and all other goods agreed to be sold by us to the Customer for which payment has not been made.

8 Copyright / Drawings

The seller retains ownership and copyright of all drawings, diagrams, technical data and samples etc. which are submitted to customers in confidence. Such drawings etc. are submitted for assistance and guidance for installations and project planning only and do not form part of the contract. No warranty is given as to the accuracy, or that the information contained therein conforms with any national or local standards or regulations.

9 Limitations and Exclusion

- a The Seller shall only be liable to the Buyer for loss or damage caused through death or personal injury as a result of the Seller's negligence and in no other circumstances whatsoever, save as aforesaid, the Seller shall not be liable in contract, tort or otherwise for any loss or damage whatsoever or howsoever suffered by the Buyer arising out of or in connection with the supply of the goods by the Seller other than supply goods conforming to the original agreed specification or at the Seller's option to refund the Buyer and monies already paid in respect of goods.
- b All implied warranties and conditions whether implied by statute, regulation or by trade custom, common law or otherwise, which may lawfully be excluded, are hereby excluded.

10 Proper Law & Jurisdiction

The proper law of all contracts is English Law and the Customer submits to the jurisdiction of the English Courts.