LIGHTING CONTROLS LTD
TERMS & CONDITIONS OF SALE

1 Definitions

"Agreement"	means any agreement which incorporates the Conditions. "Company" means Lighting Controls Limited. "Conditions" means the terms and conditions set out herein and includes any special terms and conditions agreed in writing between the Company and the Customer.
"Customer"	means any person, company, firm, or organisation who enters into an Agreement.
"Goods"	means those items which are the subject of an Order.
"Invoice"	means the document sent to the Customer whether verbally or in writing by the Company in demand of payment for the Goods.
"Order"	means an order placed by a Customer and accepted by the Company
"Premises"	means Unit 1, Bourne Mill Business Park, Guildford Road, Farnham, Surrey, GU9 9PS.
"Specification"	means any specification whether written or oral, drawings, designs or instructions furnished by the Customer to the Company.

2 **Orders and Specifications**

2.1 Each Order shall constitute a separate Agreement between the Company and the Customer.

2.2 The Customer shall be responsible for ensuring the accuracy of the terms of any Order or Specification.

2.3 The Company's employees or agents are not authorised to make any representations concerning the Goods unless confirmed in writing by the Company.

2.4 The quantity and description of the Goods shall be as set out either in the Order or in the case where a quotation is given by the Company in the quotation. No other descriptive material, written or oral including promotional or sales literature, shall be incorporated into the Order or quotation.

2.5 The Company reserves the right to make any changes to the Goods which are required to conform with any applicable statutory or E.U requirements.

2.6 Any typographical or other error in any document issued by the Company shall be subject to correction without any liability on the part of the Company.

2.7 The company does not accept Sub-Contract orders for any works or goods supplied.

3 **Price and Payment**

3.1 The price of the Goods shall be the Company's quoted price or where no price has been quoted (or the quoted price is no longer valid), the price listed in the Company's price list current at the date of the Order and in any case as shown on the Invoice.

3.2 All prices are quoted ex-warehouse and exclude charges for transport, packaging and insurance which shall be paid by the Customer.

3.3 The Company reserves the right by giving written notice to the Customer at any time before delivery to alter the price of the Goods where such alteration is due to any factor beyond the control of the Company (such as, without limitation, any foreign exchange fluctuation, alteration of duties), any changes in delivery dates or quantities requested by the Customer or any delay caused by any instructions of the Customer.

3.4 All prices and charges are exclusive of VAT and any other applicable taxes, rates, governmental levies, or duty.

3.5 All prices and charges shall be due within 30 days of the date of the Invoice. Time shall be of the essence in respect of payment of all prices and charges.

3.6 If the Customer fails to make any payment on the due date then, without limiting any other right or remedy available to the Company, the Company may:

3.6.1 cancel the Order or suspend any further deliveries to the Customer.

3.6.2 appropriate any payment made by the Customer to such of the Goods as the Company may deem fit (notwithstanding any purported appropriation by the Customer); and

3.6.3 charge interest on sums more than 7 days overdue daily (as well as before and after judgement) at a rate of 5% per annum compounded quarterly and payable on demand.

3.7 The Customer agrees to be invoiced separately for the commissioning and services, albeit that commissioning and services may be carried out at a later date. The Customer will not be entitled to offset the cost of the goods supplied and service performed against total sums due to the company if commissioning services are not performed.

4 **Delivery and Acceptance**

4.1 Delivery shall be made either by the Customer collecting the Goods at the Premises at any time after the Company has notified the Customer that the Goods are ready for collection or by the Company delivering the Goods to the delivery address set out in the delivery note.

4.2 Any dates quoted for delivery are approximate only and the Company shall not be liable for any delay howsoever caused. The Company may by written notice given to the Customer reschedule its delivery dates without liability.

4.3 If the Customer fails to take delivery or fails to give the Company adequate delivery instructions, without prejudice to any other right or remedy available to it, the Company may store the Goods until actual delivery (if possible) and charge the Customer for any reasonable costs (including insurance) of storage in such circumstances delivery is deemed to have taken place in the case of Goods delivered at the Premises on the date upon which the Company notified the Customer that the Goods were ready for collection and in the case of Goods delivered otherwise than at the Premises on the date upon which delivery was tendered by the Company.

4.4 Any claim by the Customer for short delivery must be notified to the Company in writing within seven days of delivery.

4.5 Failure by the Company to deliver one or more instalment of an Order in accordance with the Conditions shall not entitle the Customer to treat the Agreement as a whole as repudiated.

4.6 If the Company fails to deliver the Goods for any reason other than any cause beyond the Company's reasonable control or the Customers fault, the Company's liability shall be limited to the excess (if any) of the cost to the Customer (in the cheapest available market) of similar Goods.

4.7 The Customer shall be deemed to have accepted the Goods upon delivery.

5 **Returns**

5.1 Goods may not be returned without the written consent of the Company. Goods accepted for return are subject to a handling charge of 25% of the price of the Goods (exclusive of VAT), such charge to be paid on demand.

5.2 All costs of returning the Goods to the Company shall be borne by the Customer. Goods are returned at the risk of the Customer and any repairs undertaken by the Company in respect of damage caused in transit during their return will be charged to the Customer. All returned Goods must be accompanied by the original packing note together with details of the reason for return.

5.3 Any Goods in which title has passed to the Customer, and which are returned to the Company shall become the property of the Company.

6 **Title & Risk**

6.1 Title shall pass to the Customer on payment in full of the price of the Goods and of any other sums due and payable by the Customer at any time.

6.2 The Company shall be entitled to recover the price and any other sums due notwithstanding that title in the Goods has not passed to the Customer.

6.3 The Customer shall hold the Goods as the Company's fiduciary agent and bailee and shall keep the Goods separate from those of the Customer and third parties and properly stored, protected and insured and identified as the Company's property until such time as title passes to the Customer and shall deliver up the Goods to the Company upon demand.

6.4 The Customer grants to the Company a full irrevocable license to enter upon any premises in which the Goods are stored or installed (or are reasonably believed by the Company to be), to detach the Goods from any equipment to which they may be attached, and to repossess, sell or deal with any of the Goods in which title remains vested in the Company and the Customer will indemnify the Company in respect of any loss or damage or deterioration to the Goods resulting from any such action.

6.5 The Customer shall not pledge or in any way charge any of the Goods which remain the property of the Company, but if the Customer does so all money owing by the Customer to the Company shall (without prejudice to any other rights or remedy of the Company) forthwith become due and payable.

6.6 The Company may at any time by written notice to the Customer revoke the Customer's right to re-sell the Goods where title thereto has not passed to the Customer. Upon such revocation all such amounts payable in respect of the Goods which have been re-sold shall immediately become due notwithstanding that any period of credit permitted may not have expired.

6.7 In the event that the Customer has sold or otherwise parted with possession of any part of the Goods before payment has been received in full by the Company, the Customer shall hold the proceeds of such sale (or in the case of payment not having been made the debt owed to the Customer by the sub-purchaser) up to the amount or value of the Customer's indebtedness as agent and trustee for the Company and shall account to the Company on demand.

6.8 Risk of damage or loss shall pass to the Customer, in the case of Goods delivered at the Premises at the time when the Company notifies the Customer that the Goods are available for collection or, in the case of Goods to be delivered otherwise than at the Premises at the time of delivery.

7 Warranty

7.1 Subject to clause 7.2 the Company warrants that the Goods will correspond with their Specification (if any) at the time of delivery and will be free from defects in material and workmanship for a period of twenty-four months from the date of delivery.

7.2 The Company shall have no liability for defects in the Goods arising or resulting from: -

7.2.1 Parts, materials, or equipment not manufactured by the Company in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Company.

7.2.2 fair wear and tear, improper or inadequate installation, use or maintenance, accidental or willful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing), misuse or modification or alteration or repair of the Goods by unauthorised third parties or the Customer; and

7.2.3 any incorrect Specification.

7.3 Notwithstanding clause 7.1 the Company shall be under no liability for any warranty, condition or guarantee if the price has not been paid by the due date for payment.

7.4 Except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), the warranty contained in 7.1 is given in place of all warranties, conditions, terms, undertakings and obligations express or implied by statute, common law, custom, usage, trade course of dealing or otherwise (including but not limited to fitness for a particular purpose), all of which are excluded to the fullest extent permitted by law.

7.5 The Company shall within the warranty period repair or at its discretion replace any defective Goods where such defects appear under proper use, provided that the Company receives written notice from the Customer of any alleged defects and the Goods are returned by the Customer to the Premises before the expiry of the warranty period. (i.e. Warranty is on a 'back to base' basis).

7.6 Repaired or replaced Goods shall be redelivered by the Company free of charge to the original point of delivery. Repaired or replaced Goods are subject to these Conditions except that in the case of repaired goods, the twenty-four month period referred to in Clause 7.1 shall be replaced by the unexpired period of the warranty.

7.7 The Company shall at its sole discretion be entitled to supply an advance replacement of the defective Goods. For the avoidance of doubt, it is confirmed that the Company has no obligation to supply an advance replacement of the defective Goods. In the event that an advance replacement is supplied, and the Goods are not defective the Customer shall be liable to pay the price of both the advance replacement and the Goods.

8 Intellectual Property Rights

8.1 Subject to clause 8.2 in the event that any claim is made against the Customer for infringement of intellectual property rights arising directly from the use or sale by the Customer of the Goods, the Company at its own expense shall conduct any ensuing litigation and all negotiations for settlement of the claim. The Company will bear the cost of any payment made in settlement of or as a result of an award in a judgement against the Customer.

8.2 The Customer shall give to the Company at the earliest possible opportunity notice in writing of any claim being made or action threatened or bought against it, shall make no admission of liability or take any other action in connection therewith, shall permit the Company to have conduct of the claim pursuant to clause 8.1 and shall (at the Company's expense) give all reasonable information, co-operation and assistance to the Company (including without limitation lending its name to proceedings) in relation to the conduct of the claim. If it is made a condition of any settlement made by the Company of any judgement awarded against the Customer pursuant to clause 8.1, the Customer shall return or destroy as applicable all infringing Goods still under its control subject to a refund by the Company of any payment for such Goods already made less a reasonable allowance of a depreciation of the Goods by reason of their use (if any) by the Customer prior to their return or destruction aforesaid.

8.3 The provisions of clause 8.1 shall not apply to any infringement caused by the Company having followed a Specification nor to any use of the Goods in a manner or for a purpose which shall have been specifically prohibited in writing by the Company nor to any infringement which is due to the use of the Goods in association or combination with any other product.

8.4 If the Goods are to be manufactured or any process is to be applied to the Goods by the Company in accordance with a Specification the Customer shall indemnify the Company against all loss, damages, costs and expenses awarded against or incurred by the Company in connection with, or paid or agreed to be paid by the Company in settlement of any claim for infringement of any intellectual property rights whatsoever which results from the Company's use of the Specification.

9 Liability

9.1 Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or duty at common law, or under the express terms of the Agreement, or for any economic loss, loss of profit or loss of revenue, loss of business or otherwise whether arising from negligence, breach of contract or otherwise, costs, expenses or other claims for compensation whatsoever which arise out of or in connection with the supply of the Goods or their use or resale by the Customer, and the entire liability of the Company hereunder shall not exceed the price of the Goods except as otherwise expressly provided.

9.2 The Company shall not be liable for any loss, damage or reduction in performance of the Goods which in the reasonable opinion of the Company is attributable to any equipment, products or services not supplied by the Company.

10 Force Majeure

Neither party shall be deemed to be in breach of these Conditions or otherwise liable to the other for any delay in performance or any non-performance of any obligations hereunder (and the time for performance shall be extended accordingly) if and to the extent that the delay or non-performance is due to an event or circumstance beyond the reasonable control of that party.

11 Notice

Any notice required to be given or served hereunder shall be given or served by sending the same by first class prepaid letter, telex or facsimile transmission addressed to the parties at their respective addresses set forth on the delivery note or such other address as may be notified from time to time by either party to the other. Any notice so sent shall be deemed to have been given on the second day after posting if it is sent by first class post, on the date of transmission in the case of a facsimile or telex, or on the date of delivery if it is delivered by hand.

12 Assignment

The Agreement is personal to the Customer and may not be assigned or otherwise transferred without the written consent of the Company.

13 Waiver

No forbearance, delay or indulgence by the Company in enforcing the provisions herein shall prejudice or restrict its rights nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right or remedy herein conferred upon or reserved for the Company is exclusive of any other right, power or remedy available to it and each such right, power or remedy shall be cumulative.

14 Commissioning

14.1 Commissioning is only included where it has been specifically noted and has been included within a material quotation or quoted under separate agreement.

14.2 All orders for commissioning must be included within or under a materials order no sub-contract orders will be accepted for commissioning.

14.3 No retention can be applied or will be accepted on any commissioning whether ordered or otherwise included within a system package.

14.4 The Company will not accept liquidated or Ascertained Damager against any project.

14.5 Commissioning works will be carried out during normal business hours (unless by prior arrangement)

14.6 Business hours are: Monday-Thursday 08:30-17:30. Friday: 08:30-16:30

15 **Entire Agreement**

15.1 These Conditions constitute the entire and only agreement between the parties and supersede any and all prior proposals, agreements negotiations and discussions between the parties.

15.2 The Customer acknowledges that in entering into the Agreement it does not do so on the basis of and does not rely on any representation, warranty or other provision except as expressly herein provided and all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.

16 **Partial Invalidity**

If any provision herein proves to be legally invalid this shall not affect the validity of the remaining provisions hereof which shall continue in full force and effect.

17 **Variation**

These Conditions may not be varied or amended unless such variations or amendments are agreed in writing by both parties.

18 General

Any reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended, or re-enacted.

Any reference to a party includes a reference to its successors in title and permitted assigns.

19 Law

These Conditions shall be governed by the laws of England and the parties hereby irrevocably agree to submit to the exclusive jurisdiction of the English Courts.