Great British Lighting

TERMS AND CONDITIONS OF SALE

1. GENERAL:

(a) The terms and conditions contained in this document shall exclude all other terms and conditions subject always to any rights and liabilities imposed by Statute. Any alterations or variation shall be of no effect unless agreed to by a Senior Representative of the Company in writing. No other employee, representative or agent has authority to vary, alter or amend these conditions in any way whatsoever.

(b) The Company will only accept orders if they are in writing on a properly constituted order form from the purchaser. Verbal enquiries and orders are accepted only on condition that written confirmation from the purchaser is received by the company within 48 hours of the verbal order or enquiry. If the purchaser fails to give such written confirmation within the time stipulated then the company shall, in its discretion, be entitled to refuse the order or enquiry or amend any quotation given.

2. QUOTATIONS:

(a) Any quotation given is valid for a period of 30 days unless otherwise stated and is to be taken only as referring to the type of product specified in the quotation. Any verbal quotation is subject to written confirmation and subject to the product being available.

3. PRICE

(a) The price quoted is ex-works and may be increased by the Company at any time before delivery of the goods in their entirety or before execution of the work if the costs thereof alter between the date of the quotation and the dates of delivery or if there is a variation in currency rates or in the cost of materials, labour, transport or other overheads between the date of quotation and the completion of the work. The purchaser will normally be advised in writing of any such increase in price.

4. PAYMENT:

(a) Payments for all materials, goods and services shall be made within 30 days of the invoice date and in the event of payment not being made by the due date than the Company shall have the right (to be exercised solely at its discretion) to make a surcharge in respect of allowing credit to the purchaser between the date of delivery and the date of payment at the rate of 2% above the minimum base rate for the time being of HSBC on the amount outstanding. In each such case the amount of the surcharge shall be separately shown on the invoice together with the terms of settlement whereby such surcharge or part of it shall cease to be payable.

(b) The Company shall retain full legal and beneficial ownership in all goods supplied until payment is made in full respect of all monies that are due to the Company whether in respect of these goods or any other goods. The Company reserves the right to dispose of such goods until payment or until the Customer sells the goods to a purchaser by way of a bona fide sale at full market value. Pending payment or such sale the Customer shall hold the goods in a fiduciary capacity as Bailee for the Company and will at all time show that the goods belong to the Company. If payment is overdue in whole or in part, the Company may (without prejudice to any of its other rights) recover or resell the goods and may enter upon the Buyer's premises or upon any premises at which the goods are situate for the purpose. Upon the sale of the goods the Customer shall hold the proceed of such sale on trust for the Company in a separate account and the Company shall be entitled to trace the proceeds of the sale. Notwithstanding the foregoing the risk in the goods delivered to the Customer shall pass to the Customer at the moment of delivery.

(c) The Customer shall be liable to the Company for reasonable charges for storage of the goods.

(d) If the purchaser, not having made payment in full for the goods, mixes them with other goods or uses them in the manufacture of other products, the ownership of the other goods or products shall thereupon vest in the company as security for such payment and accordingly sub-clause (b) shall as far as appropriate apply to such other goods or products.

(e) Until such payment in full the purchaser shall clearly identify the goods or any other goods or products belonging to the Company as being the property of the Company.

(f) Credit terms of payment quoted are subject to any approved Credit Account being opened or to references satisfactory to the Company being furnished. In the event of non-compliance with this Clause by the Customer then the Company shall be entitled to cancel any orders given without any liability to the Company.

5. DELIVERY:

(a) Unless otherwise agreed in writing time is not of the essence of the contract but the company undertakes to use its best endeavours to execute orders and to effect delivery in a reasonable time.

(b) The company shall not be liable for any failure to perform any part of the agreement if performance has been delayed, hindered or prevented by any circumstances whatsoever which are not within the control; of the company and are not preventable by reasonable diligence on its part and without prejudice to the generality of the foregoing, the company shall not be liable for failure to comply with any order or request of any national, provincial, regional or local authority or any other persons purporting to act as such or for any delays caused by strikes, lock-outs, Acts of God or other event beyond their control. If the Company is at any time delayed, hindered or prevented from delivering in full or part, the whole of the goods agreed to be supplied or from executing the whole or part of the work undertaken by the company, by any circumstances whatsoever which are not preventable by reasonable diligence on its part, the company shall be at liberty to withhold, suspend or reduce deliveries hereunder to such an extent as is reasonable in all these circumstances. The purchaser shall thereupon be liable for a rateable proportion of the prices agreed to be paid. In no circumstances shall the purchaser be entitled to rescind this contract on the grounds of the failure by the company to deliver one or more instalments of the goods.

(c) Where the Customer arranges for goods to be delivered otherwise than by the company's transport, the goods shall be at the purchaser's risk from the moment when they are loaded onto the transport.

6. LIABILITY:

The company accepts no liablility whatever for damage of any kind unless it can be proved that such damage arose through the negligence of the company, its servants or agents. For the avoidance of doubt, this sub-section is totally ineffective in respect of negligence resulting in death or personal injury. The limit of the company's liability shall be to replace the goods or the defective parts or pay to the purchaser the cost of the goods or the parts. In no circumstances shall the company's liability extend to consequential damages or loss of profit or any other loss or damage.

7. SPECIFICATION:

(a) The company pursues a policy of constant improvement and therefore reserves the right to change the specification of the product without notice to the purchaser.

(b) Where components not manufactured by the company are fitted to the product, the individual components will be fitted accordingly to availability and may vary from one piece of equipment to another. All components, however, will be to the same standard but details of performance may vary slightly. Unless otherwise stated in writing and signed by a Director at the time of the contract, the company is not bound to use any particular item in the manufacture of a particular product. Variations in quality which do not materially affect the general commercial use of the goods shall not give rise to any claim by the purchaser.

(c) In the event of the purchaser instructing the company to vary the original specifications the purchaser will be responsible to any reasonable increases in price due to such alteration whether improvements or not and these will form part of the total purchase price.

8. WARRANTIES:

(a) Unless otherwise agreed in writing and signed by a Director, the Company shall not be liable for any recommendations, advice, opinion or statement given or made by the Company, its servants or representatives.

(b) Whilst the Company will endeavour to execute orders in accordance with the specification requested, all conditions, guarantees or warranties including guarantees or warranties as to quality or description of the goods or their life or wear under any conditions whether known or made by the Company or not are hereby excluded. Whilst the utmost care is taken to ensure the accuracy of the information and data provided to purchasers, the sale of the goods produced by the Company is subject to the conditions that the Company will not in any circumstances be liable for any losses or damage direct or indirect or consequential sustained by the purchaser or by any third party of technical information, data or advice given by or on behalf of the Company in relation to the use of its goods. For the avoidance of doubt, this sub-section is totally ineffective in respect of negligence resulting in death or personal injury.

9. CLAIMS:

All claims made against the Company for any loss or damage to the goods for which the Company may be liable shall be notified in writing in full to the Company within seven days of delivery of the goods or completion of erection, whichever is the later. Submission of the complaint shall not excuse payment or any delay in payment by the purchaser.

All complaints of any kind must be made in writing to the Company and shall be made within seven days, Sundays and Public Holidays excepted, of the purchaser becoming aware of the circumstances giving rise to the complaint.

Submission of a complaint shall not excuse payment or any delay in payment by the purchaser.

Any allegedly defective or damaged goods shall be retained by the purchaser until inspection by the Company. Failure to observe this requirement shall be an absolute bar to any claim by the purchaser.

10. COPYRIGHT:

(a) The purchaser shall indemnify the Company against any claims made against the Company for the infringement of patent rights, registered designs or copyright arising with respect to any item or design supplied by the purchaser to the Company.

(b) The purchaser shall not alter any product or design of any item to be supplied by the Company without the previous written consent of the Company.

(c) All drawings, designs, specifications and other information which the Company supplies in connection with a quotation or order are confidential. They remain the property of the Company and must not be disclosed to any third person without the Company's permission in writing signed by a Director.

(d) Where products are sold specifically as 'second hand' the purchaser agrees, after being given a reasonable opportunity to inspect the goods, to accept the goods in their then condition and such acceptance will constitute prima facie evidence that the purchaser accepts that the goods fully comply with all the terms and conditions contained therein.

11. BREACH:

If the purchaser commits any breach of the terms of this agreement or being a Company has a Resolution or Petition for its winding up passed or presented, or a Receiver or Manager is appointed or, if a natural person, commits any act of bankruptcy or enters into any composition with creditors, or suffers any execution to be levied upon its goods, the Company shall be entitled in its absolute discretion to terminate the contract or suspend its performance and all sums in respect of goods delivered to the purchaser shall become payable forthwith.

12. INDEMNITY:

The purchaser will indemnify the Company against any loss, damage or delay arising as a result of poor site conditions.

13. PACKING:

The Company shall be entitled to charge for all packing cases and crates but will credit the customer with the amount so charged if the packaging, cases and crates are returned complete and in good condition, carriage paid, within one calendar month after the end of the month in which the goods were delivered.

14. LAW APPLICABLE:

These Terms and Conditions shall in all respects be construed and have effect according to English Law and any dispute or difference arising between the Company and the purchaser out of this contract shall, on the application of either party, be referred to a single Arbitrator to be appointed in accordance with the provisions of the Arbitration Act 1950 or any statutory modification thereof.