

CONDITIONS OF SALE**Application of Conditions**

All contracts of sale entered into by the Seller incorporate these Conditions of Sale and shall not be varied except by special terms or conditions agreed in writing between the parties. Any contradictory terms or conditions of the Customer shall be ineffective, whether included in the Customer's order or otherwise. All other terms, conditions, warranties or representations, whether express or implied and whether made before, at the time of, or after the Customer's order or instructions—even if contained therein—are hereby excluded to the fullest extent permitted under the Sale of Goods Act 1979 and the Unfair Contract Terms Act 1977. These exclusions of liability extend to negligence by the Seller, its employees and agents, and to any loss or damage resulting from such negligence.

Quotation & Acceptance

- A. Quotations are valid for thirty (30) days and create no obligation until the Seller receives and accepts the Customer's official order.
- B. In the event of any inconsistency between the Seller's and the Customer's conditions, the Seller's conditions shall prevail. No variation shall be binding unless accepted in writing by a Director.
- C. Nothing contained in any other document, technical data, literature or catalogue shall form part of any contract unless expressly incorporated in writing by a Director.
- D. The Seller may accept verbal orders at its discretion, provided the Customer supplies a valid order reference and holds an account in good standing. If a written confirmation of a verbal order is not marked "Confirmation of Verbal Order", any duplicated supply shall be payable by the Customer or subject to a cancellation charge.

Price & Delivery

- A. Prices are as stated in the quotation or current price list and exclude VAT. VAT is charged at the prevailing rate. Any changes in specification or quantity shall be adjusted at order acceptance.
- B. Delivery is ex-works. Goods are supplied in non-returnable packaging. Carriage is charged unless expressly included. Special delivery arrangements requested by the Customer are charged to the Customer.
- C. Delivery periods are estimates only. While reasonable steps will be taken to deliver on time, the Seller accepts no liability for delay or failure in delivery.

Terms of Payment

Approved accounts must pay before the end of the month following the invoice date. Accounts must remain within authorised credit limits. The Seller may apply interest at 4% above the Barclays Bank PLC base rate from the due date, suspend deliveries, or cancel the contract. Export, non-account, and new customers are subject to the terms stated at quotation or order acknowledgement.

Payment Terms for Bespoke Projects

Payment for bespoke projects shall be:

- 30% on placement of order
- 40% prior to shipment
- 30% before the end of the month following the invoice date

Warranty

- A. The Seller warrants for five (3) years from shipment that goods are free from defects in material and workmanship. Liability is limited to repair or replacement at the Seller's discretion, provided goods have not been modified and have been used in accordance with recommendations.
- B. LEDs/Lamps failing within three (3) years and exceeding the industry guideline of 3% premature failure must be returned with full installation and usage details. The Seller may replace or credit proportionately.
- C. If the Seller does not supply the power source, the Buyer must follow the Seller's instructions for the warranty to remain valid.
- D. Warranty claims must be accompanied by the return of faulty items, carriage paid.
- E. The Seller's liability shall not exceed the original value of the specific item.
- F. For self-assembled products, the Seller may restrict warranty where installation damage is evident.

Exclusion of Liability & Warranties

Except as provided and subject to statute, the Seller shall have no liability in contract or tort for any defects, loss, damage or consequential loss arising from supplied goods.

Retention of Title

Title to goods shall not pass to the Customer until full payment in cleared funds has been received for all goods supplied.

Copyright / Drawings

The Seller retains ownership and copyright of all drawings, diagrams, technical data and samples supplied in confidence. These do not form part of the contract and no warranty is given regarding their accuracy or compliance with standards.

Limitations and Exclusions

- A. The Seller shall only be liable for death or personal injury caused by its negligence. In all other cases, liability is excluded except to supply goods conforming to specification or refund monies paid.
- B. All implied warranties and conditions lawfully excludable are hereby excluded.

Proper Law & Jurisdiction

All contracts are governed by English law. The Customer submits to the jurisdiction of the English Courts.

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