

**INTERPRETATION** The words within this document mean the following:

**"Buyer"** a person(s), firm or business from whom an order to supply Goods is received by the Company;  
**"Goods"** any Goods (or parts thereof) to be supplied to the Buyer by the Company.  
**"Company"** Arlico Ltd. (Company number 08365104)  
**"Company Materials"** any documents or other materials, data or other information provided by the Company relating to the Goods;

**"Buyer Materials"** any documents or other materials, data or other information provided by the Buyer relating to the Goods;  
**"Conditions"** the standard terms and conditions of sale as set out within in this document, together with any special terms and conditions agreed in writing between the Buyer and the Company.  
**"Contract"** any Contract between the Company and the Buyer for the sale of Goods;

## 1 CONTRACTUAL AGREEMENT

- 1.1 A Contract between the Company on the terms set out in these Terms and Conditions will come into force on confirmation and acceptance of the Buyer's order or, (if earlier), when Pro Forma payment is received from the Buyer.
- 1.2 All Goods are subject to availability. If, following acceptance of an order, the Company are not able to supply the Goods in question, the Buyer will be informed and order will not be processed. If payment for the Goods has already been made, the Company will refund the Buyer the full amount as soon as practically possible.
- 1.3 These terms and conditions may vary from time to time. Each time an order is placed for Goods from the Company, the terms and conditions in force at that time will apply to the Contract between the Buyer and the Company.

## 2 APPLICATION OF TERMS

- 2.1 These Conditions apply to the Company's sales of Goods and any variation to these Conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by a director of the Company.
- 2.2 No Terms or Conditions endorsed upon, delivered with or contained in the Buyer's purchase order, confirmation of order or any other document will form part of the Contract simply as a result of such document being referred to in the Contract.
- 2.3 The Company's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Company in writing. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.
- 2.4 Each order for Goods by the Buyer, from the Company, shall be deemed to be an offer by the Buyer to purchase Goods subject to these Conditions.
- 2.5 Orders should be in writing, and should state the Buyer's relevant order number. Verbal orders will be accepted but the Buyer will be responsible for any errors of description, quantity or date of delivery in Goods supplied there under.
- 2.6 No order placed by the Buyer shall be deemed to be accepted by the Company until the Company issues a written acknowledgement or, (if earlier), when Pro Forma payment is received, and the Company has been notified by the Buyer, or, (if sooner), the Company delivers the Goods to the Buyer.
- 2.7 The Buyer must ensure that the terms of any order or related document are complete and accurate.
- 2.8 When an order is placed against a Company quotation, the Buyer accepts that this is a recommendation only and all responsibility for the accuracy and relevance of the Goods / services contained within the quotation is for the Buyer to check. This might include, but not be limited to: quantity, type, colour, optic, LED specification and electrical characteristics, dimensions, attachments and accessories, mounting type and any necessary accessories, regardless if a product is deemed by the Buyer as being standard or bespoke. Should any information in the quotation / Company documentation be inaccurate in any way, it is the responsibility of the Buyer to notify the Company in writing, within three working days of receiving the Sales Order Acknowledgment or Pro Forma Invoice, of any such error. The Company will not be held accountable for mistakes after such time, or after Goods are delivered.
- 2.9 Any queries / inaccuracies with the Goods stated in the Sales Order Acknowledgment or Pro forma Invoice must be raised in writing within three working days of the date of the Sales Order Acknowledgment / Pro forma Invoice. If no written instruction is given to the contrary the Company will supply the products the latest specification in their possession. Unless otherwise stated any quotation is valid for a period of 30 days only from its date, provided that the Company has not previously withdrawn it.
- 2.10 Any advice or recommendation given by the Company, or its employees or agents, to the Buyer, or its employees or agents, as to the storage, application or use of the Goods which is not confirmed in writing by the Company is followed or acted upon entirely at the Buyer's own risk, and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.
- 2.11 Any typographical, clerical or other error or admission in any Company materials, quotation, price list, acceptance of offer, order acknowledgement, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.
- 2.12 No order which has been accepted by the Company may be cancelled by the Buyer, except with the agreement in writing from the Company and on terms that the Buyer shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of the cancellation.
- 2.13 Goods of a bespoke nature (This might include, but not be limited to: Goods that do not appear on the Company website with a full part number, or Goods with a product code with prefix ARSP), are not cancellable or returnable by the Buyer without the Buyer incurring a full charge for the Goods.
- 2.14 For standard Goods an order cancellation charge will be payable, the amount of which will be negotiated between the Company and the Buyer at the time of cancellation, dependant on

the timeline between order placement and cancellation. The Companies decision will be final

- 2.16 Any Goods returned must be in their original packaging and be in a resaleable condition. Goods returned will be subject to a cancellation / re-stocking fee (see 2.15 for Terms).

## 3 DESCRIPTION

- 3.1 All descriptive matter and advertising issued by the Company and any descriptions or illustrations contained in the Company materials are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They will not form part of this Contract.
- 3.2 The Buyer should always ensure that the Goods ordered are suitable for the intended purpose before commencing installation, bulk production or investment in tooling.
- 3.3 The Company reserves the right to make any changes to Goods which are required to conform with any applicable safety or other statutory requirements.

## 4 DELIVERY

- 4.1 Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice.
- 4.2 Subject to the other provisions of these Conditions the Company will not be liable for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence), nor will any delay entitle the Buyer to terminate the Contract.
- 4.3 If the Company fail to deliver the Goods within a reasonable time, the Buyer may (by informing the Company in writing) cancel the Contract, however:
- The Buyer may not cancel the order if the Company receive notice after the Goods have been dispatched; or if the products ordered are of a bespoke nature and the delay has been advised in advance of the projected delivery date by the Company.
  - if the Buyer cancels the Contract, the Buyer can have no further claim against the Company under that Contract.
  - If the Buyer accepts delivery of Goods after the estimated delivery time, it will be on the basis that the Buyer has no claim against the Company for delay (including indirect or consequential loss, or increase in the price of the Goods).
- 4.4 The Company may deliver the Goods by instalments and each instalment shall be treated as a separate Contract so that failure to deliver or defect in one or more instalment shall not entitle the Buyer to reject the other instalments.
- 4.5 The Company may decline to deliver Goods if:
- they believe that it would be unsafe, unlawful or unreasonably difficult to do so; or
  - the premises (or the access to them) are unsuitable for the Company vehicle or the vehicle of the Company's appointed courier.
- 4.6 Goods may be delivered on pallets (see clause 7.6).
- 4.7 Unless otherwise agreed in writing by the Company delivery of the Goods shall take place at the address detailed in the Buyer's order.
- 4.8 If for any reason the Buyer will not accept delivery of any of the Goods, or the Company is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:
- risk in the Goods will pass to the Buyer (including loss or damage caused by negligence);
  - the Goods will be deemed to have been delivered; and
  - the Company may store the Goods until delivery whereupon the Buyer will be liable for all
  - related costs and expenses (including without limitation storage and insurance).
- 4.9 The Buyer will provide at its expense adequate and appropriate equipment and manual labour for unloading the Goods at the delivery point.
- 4.10 The Goods may be delivered by the Company in advance of the quoted date of delivery upon giving reasonable notice to the Buyer.
- 4.11 Risk of damage to, or loss of the Goods delivered by the Company shall pass to the Buyer at the time of delivery.

## 5 NON-DELIVERY

- 5.1 The quantity of any consignment of Goods as recorded by the Company upon despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer.
- 5.2 Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

## 6 RISK/TITLE

- 6.1 The Goods are at the Buyer's risk from the time of delivery.
- 6.2 Delivery takes place either:
- at the Company premises (if the Buyer is collecting them or arranging carriage); or

- (b) at the Buyers premises or at an address specified by the Buyer (if the Company are arranging carriage).
- 6.3 The Buyer must inspect the Goods on delivery. If any Goods are damaged or not delivered, the Buyer must write to tell the Company within three working days of delivery. The Buyer must give the Company (and any courier the Company has used) a fair chance to inspect the damaged Goods, prior to the Company agreeing and responsibility.
- 6.4 In the case of Goods to be collected by the Buyer the Goods are at the risk of the Buyer when the Company notifies the Buyer that the Goods are available for collection.
- 6.5 Ownership of the Goods shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it from the Buyer on any account.
- 6.6 Until ownership of the Goods has passed to the Buyer, the Buyer must: hold the Goods on a fiduciary basis as the Company's Bailee; store the Goods (at no cost to the Company) separately from all other Goods in such a way that they remain readily identifiable as the Company's property; not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; maintain the Goods in satisfactory condition insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. (On request the Buyer shall produce the policy of insurance to the Company and hold the proceeds of the insurance referred to in on trust for the Company and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.)
- 6.7 The Buyer may resell the Goods before ownership has passed to it on the following conditions:
- any sale shall be effected in the ordinary course of the Buyer's business at full market value; and
  - any such sale shall be a sale of the Company's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.
- 6.8 If the Buyer resells any of the Goods on a retail basis it will be responsible for complying with all applicable laws and for the provision of proper labels and instructions as required by the Department of Trade and Industry and/or any other authority for the time being empowered to make any requirements as to the sale or installation of such Goods.
- 6.9 The Buyer's right to possession of the Goods shall terminate immediately if:
- the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes
  - the benefit of any relief for insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation except a solvent voluntary liquidation for the purpose of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or
  - the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe/perform any of his/its obligations under the Contract or any other Contract between the Company and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or
  - the Buyer encumbers or in any way charges any of the Goods.
- 6.10 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.
- 6.11 The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.
- 7. PRICE**
- 7.1 The price for the Goods shall be exclusive of any value added tax which shall be paid at the rate and in the manner for the time being provided by law, and any other applicable duties, imposts and taxes.
- 7.2 All quotations lapse after 30 days (unless otherwise stated).
- 7.3 The Company reserves the right to increase the price of the Goods to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company, any change in delivery dates or quantities specified by the Buyer or any delay caused by the instructions of the Buyer or failure of the Buyer to provide adequate information or instructions.
- 7.4 Unless otherwise agreed by the Company in writing (and except in cases of obvious error) the price for the Goods shall be the price set out in the Company's price list as in force at the date of invoice, or as quoted by the Company for special projects.
- 7.5 Special orders: All orders for lamps and luminaires of non-standard voltages or types not included within the Company catalogues are considered to be "Specials" the production of which is undertaken on the understanding that the Buyer will accept under or over delivery to the extent of 10% at the price quoted per unit.
- 7.6 Where the Buyer requires the delivery of Goods to be on pallets, a charge of 0.5% of the total price payable for the Goods shall be added to the price.
- 7.7 Where it is necessary to despatch Goods in crates, cases, pallets or other such packing, a charge will be applied. Unless otherwise specified this amount will be credited in full on the return, within one month, of such crates and pallets etc. in good condition carriage paid. No charge is made for any other form of packaging and no credit will be allowed for its return.
- 7.8 Except as otherwise stated under the terms of any quotation or agreed in writing by the Company all prices are ex-works and the Buyer is liable to pay the Company's transport charge.
- 7.9 Where the Company and the Buyer agree a discount in respect of the Company's price list any such discount will only apply where confirmed by the Company in writing.
- 8. PAYMENT**
- 8.1 The Buyer is to pay the Company in cash or in cleared funds on or prior to delivery, unless the Buyer has an approved credit account.
- 8.2 If the Buyer has an approved credit account, payment is due no later than end of month following the month of invoice from the Company unless otherwise agreed in writing.
- 8.3 No payment shall be deemed to have been received until the Company has received cleared funds.
- 8.4 All payments payable to the Company under the Contract shall become due immediately upon termination of this Contract despite any other provision.
- 8.5 If the Buyer fails to pay the Company in full on the due date the Company may:
- suspend or cancel future deliveries;
  - cancel any discount offered to the Buyer;
  - charge the Buyer interest on such sum from the due date for payment at the annual rate of 5% above the base lending rate of the Bank of England, accruing on a daily basis until payment is made, whether before or after any judgment;
  - claim fixed sum compensation from the Buyer under s.5A of that Act to cover the Company's credit control overhead costs; and
  - recover (under clause 6.7) the cost of taking legal action to make the Buyer pay.
  - appropriate any payment made by the Buyer to such of the Goods (or the Goods supplied under any other Contract between the Buyer and the Company) as the Company may think fit (notwithstanding any purported appropriation by the Buyer).
- 8.6 If the Buyer has an approved credit account the Company may withdraw it or reduce the credit limit or bring forward the Buyer's due date for payment. The Company may take any of these actions at any time and without notice.
- 8.7 The Buyer does not have the right to set off any money the Buyer may claim from the Company against anything they may owe the Company.
- 8.8 Whilst the Buyer owes money to the Company, the Company have a right to keep any property they may hold of the Buyer's until the Buyer has paid the Company in full (a lien).
- 8.9 The Buyer is to indemnify the Company in full and hold it harmless from all expenses and liabilities the Company may incur (directly or indirectly and including finance costs and legal costs on a full indemnity basis) following any breach by you of any of your obligations under these terms.
- 8.10 The price for Goods is due within 30 days of the end of the month in which it is invoiced, unless payment is on a pro-forma basis when it is required prior to delivery. Time for payment shall be of the essence.
- 8.11 The Buyer shall make all payments due under the Contract without any deduction whether by way of setoff, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer.
- 9. PAYMENT DISPUTES AND DEBIT NOTES**
- 9.1 If the Buyer operates a debit note system, debit notes will only be accepted by the Company if raised in respect of the following matters:
- incorrect Goods supplied, pricing discrepancies, delivery shortages, delivery, damaged Goods, faulty Goods, cancellation.
- 9.2 All requests to return Goods to the Company must be agreed in writing by the Company before any debit note is raised by the Buyer.
- 9.3 Debit notes will only be accepted by the Company if:
- they include details of the invoice to which they relate;
  - they are received by the Company within 7 days of the date on which the invoice is due for payment by the Buyer;
  - they are notified to the Company on the day that they are raised; and
  - they relate to the value of Goods in dispute and not the value of the whole invoice (except where the value of the whole invoice is in dispute).
- 9.4 In no circumstances will debit notes be accepted by the Company in relation to invoices which have either been subject to a prompt payment discount or which are the subject of a dispute raised by the Buyer more than 5 days after the date on which the invoice is due for payment.
- 10. SAMPLES**
- 10.1 Unless otherwise expressly agreed by the Company all samples submitted with quotation or at the Buyer's request must be returned within 60 days of receipt. The Company shall be entitled to charge for the samples if they are not returned.
- 10.2 The Company reserve the right to make any changes to the specifications of Goods that are necessary to ensure that the Goods conform to any applicable safety or statutory requirements; and to make changes or amendments to the Goods specification, that the Company deem necessary or desirable, without prior notice.
- 11. STORAGE**
- 11.1 If the Company do not receive forwarding instructions sufficient to enable it to despatch the Goods within 14 days after notification of the Goods being ready for delivery, or that they have been tested, the Buyer will take delivery or arrange for storage. If the Buyer does not take delivery or arrange for storage, the Company shall be entitled to invoice and be paid for the Goods as though the Goods had been delivered. The Company may arrange storage either at their own works or elsewhere on the Buyer's behalf and all charges incurred by the Company as a result of such delay including storage and insurance shall be payable by the Buyer.
- 12. PERFORMANCE**
- 12.1 Any data, technical information or performance figures provided by the Company are based on tests performed under standard conditions at the Company premises, or at the premises of the Company suppliers. They are believed to be accurate but cannot be guaranteed under different conditions.
- 12.2 All Goods are carefully inspected, and, where practicable submitted to standard tests at the Company works, or at Company suppliers before despatch. If tests other than those specified or tests in the presence of the Buyer or the Buyer's representatives are required, these will be charged for. In the event of any delay on the Buyer's part in attending tests after the Buyer has received 7 days notice that the Company are ready to perform the tests, the tests will proceed in the Buyer's absence. The Buyer agrees to accept and pay for such tests as if they had been performed in their presence.
- 13. TITLE**

- 13.1 Until you pay all debts to the Company:
- all Goods supplied remain the property of the Company;
  - The Buyer must store them so that they are clearly identifiable as property of the Company;
  - The Buyer must insure them (against the risks for which a prudent owner would insure them) and hold the policy on trust for the Company;
  - The Buyer may use those Goods and sell them in the ordinary course of your business, but not if:
    - The Company revoke that right (by informing you in writing); or
    - The Buyer becomes insolvent.
- 13.2 The Buyer must inform the Company (in writing) immediately if they become insolvent.
- 13.3 If the Buyer's right to use and sell the Goods ends the Buyer must allow the Company to remove the Goods.
- 13.4 The Company have the Buyer's permission to enter any premises where the Goods may be stored:
- at any time, to inspect them; and
  - after the Buyer's right to use and sell them has ended, to remove them, using reasonable force if necessary.
- 13.5 Despite the Company's retention of title to the Goods, the Company have the right to take legal proceedings to recover the price of Goods supplied should the Buyer not pay the Company by the due date.
- 13.6 The Buyer is not an agent of the Company and holds no authority to make any Contract on the Company's behalf or in the name of the Company.
- 14. WARRANTIES AND LIABILITY**
- 14.1 The Company warrants that (subject to the other provisions of these Conditions) upon delivery, the Goods will be of satisfactory quality within the meaning of the Sale of Goods Act 1979.
- 14.2 Unless otherwise specified, the Company warrant that:
- the Goods comply with the description on the Sales Order Acknowledgement form or Pro Forma Invoice; and
  - non-LED Goods, apart from those specified at clause 14.2(d), will remain free from material defect within the period of 12 calendar months after the point at which they are dispatched from the Company premises (as long as the Buyer complies with clause 14.8; and
  - Professional Collection LED Goods, apart from those specified at clause 14.2(d), will remain free from material defect within the period of 60 calendar months after the point at which they are dispatched from the Company premises (as long as the Buyer complies with clause 14.8);
  - Essential Collection LED Goods including LED tape light, apart from those specified at clause 14.2(d), will remain free from material defect within the period of 60 calendar months after the point at which they are dispatched from the Company premises (as long as the Buyer complies with clause 14.4); and
  - consumable components including batteries, fluorescent and discharge lamps will be free from material defect at the point at which they are dispatched from the Company premises.
- 14.3 The Company do not warrant that the Goods are fit for any purpose.
- 14.4 If the Buyer believes that the Company have delivered Goods which are defective in material or workmanship, the Buyer must:
- inform the Company (in writing), with full details, within 7 days from the date of delivery; and
  - allow the Company to investigate (the Company may need access to the Buyer's premises and product samples).
- 14.5 The Buyer acknowledges and agrees that an LED product will only be considered defective for the purposes of this clause (16) if it fails to emit 70% or more of its specified lumen output value and/or more than 10% of the individual LEDs comprised in that product fail to emit any light at all.
- 14.6 LED colour temperatures may vary batch-to-batch and product-to-product, where OEM components have been sourced from multiple suppliers. Subtle variations in LED colour appearance may be visible, which the Buyer acknowledges and must accept.
- 14.7 The Company's warranty does not cover any defects of damages that:
- Appear as a result of unprofessional use, incorrect installation or misuse, or for any other purposes other than what was agreed by the Company
  - Appear as a result from not being properly and safely stored on site (or agreed delivery address) in dry and safe conditions.
  - Appear as a result of adverse weather influences or other natural forces
  - Occur as the result of use conflicting with the instructions supplied or use against how the fitting is designed to be used.
  - Occur during transportation, loading or unloading (if such damage is not reported within 72 hours from the unloading or receiving of Goods).
  - Are caused by human mishandling
  - Occur where the original packaging has been tampered with by an entity other than the Company or its Contractual suppliers.
  - Occur as a result as wear and tear, natural aging of materials (such as but not limited to: a minor change of paint colour, change of the light colour caused by light source operating);
  - Occur as a result of continuing use of the Goods despite a known defect arising and the item not being removed from operation;
  - Occur as a result of harmful influences (such as unusual high or low temperatures, above-average humidity, over Voltage or above average dirt, etc).
  - Occur by defective assembly or connection.
- 14.8 If the Goods are found to be defective in material or workmanship (following the investigation by the Company), and the Buyer has complied with those conditions (in clause 16.3) in full, the Company will (at their option) repair the Goods, replace the Goods or refund the price. It is the Buyer's responsibility to return the Goods at the Buyer's cost. If the Company choose to discharge their obligations in this clause
- without the return of Goods, for example any repair or remedial work on the Company's behalf by the Buyer, the cost of such work must be agreed in writing by the Company before the commencement of any such repair or remedial work.
- 14.9 The warranty given at clause 14.1 does not apply to any defect in the Goods arising from:
- fair wear and tear;
  - wilful damage, abnormal storage or working conditions;
  - accident or negligence by the Buyer or a third party;
  - failure to operate the Goods in accordance with user instructions;
  - alteration or attempts to repair by the Buyer or a third party;
  - any specification provided by the Buyer.
- 15. OUR LIABILITY**
- 15.1 The Company do not in any way exclude or limit liability for:
- death or personal injury caused by our negligence;
  - fraud or fraudulent misrepresentation;
  - any breach of the terms implied by section 16 of the Sale of Goods Act 1979 (title and quiet possession); and
  - defective products under the Consumer Protection Act 1987.
- 15.2 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded;
- 15.3 Subject to clause 15.1, the Company will under no circumstances whatever be liable to the Buyer, whether in Contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Goods for:
- any loss of profits, sales, business, or revenue;
  - loss or corruption of data, information or software;
  - loss of business opportunity;
  - loss of anticipated savings;
  - loss of goodwill; or
  - any indirect or consequential loss.
- 15.4 Subject to clause (15.1), the Company's total liability to the Buyer in respect of all other losses arising under or in connection with the Goods, whether in Contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount of the price of the Goods.
- 15.5 Except as expressly stated in these terms, the Company do not give any representation, warranties or undertakings in relation to the Goods. Any representation, condition or warranty which might be implied or incorporated into these terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Goods are suitable for your purposes.
- 15.6 The Buyer warrants that any installation of the Goods will be performed by properly trained staff, in accordance with the Company's product installation instructions (given in written, electronic, or verbal form), and agrees that it shall be solely responsible for any use to which the Goods are put after delivery.
- 16. SPECIFICATION**
- 16.1 If the Company prepare the Goods in accordance with the Buyer's specifications or instructions the Buyer must ensure that:
- the specifications or instructions are accurate;
  - Goods prepared in accordance with those specifications or instructions will be fit for the purpose for which the Buyer intends to use them; and
  - The Buyer's specifications or instructions will not result in the infringement of any intellectual property rights of a third party, or in the breach of any applicable law or regulation.
- 16.2 The Company reserve the right:
- The Company reserve the right to make any changes to the specifications of Goods that are necessary to ensure they conform to any applicable safety or statutory requirements; and
  - to make changes or amendments to the Goods specification, that the Company deem necessary or desirable, without prior notice.
- 19 RETURN OF GOODS**
- 20.1 The Company will accept the return of Goods from the Buyer only:
- by prior arrangement (confirmed in writing);
  - on payment of an agreed handling charge (unless the Goods were defective when delivered) and
  - where the Goods are as fit for sale on their return as they were on delivery.
  - when the Buyer contact's the Company and request's a Goods Returns Number (GRN) and has quoted this when returning the Goods to the Company.
  - when the Buyer return the Goods within 60 days of being authorised the GRN.
  - It is the responsibility of the Buyer to pay all transportation costs for the return of Goods to the Company.
- 21 EXPORT ITEMS**
- 21.1 Clause 21 of these terms applies (except to the extent that it is inconsistent with any written agreement between the Company) where we supply the Goods over an international border or overseas.
- 21.2 The 'Incoterms' of the International Chamber of Commerce which are in force at the time when the Contract is made apply to exports, but these terms prevail to the extent that there is any inconsistency.
- 21.3 Unless otherwise agreed, the Goods are supplied ex works the Company place of manufacture/ distribution.
- 21.4 Where the Goods are to be sent by us to you by a route including sea transport we are under no obligation to give a notice under section 32(3) of the Sale of Goods Act 1979.
- 21.5 The Buyer is responsible for arranging testing and inspection of the Goods at the Company premises before shipment (unless otherwise agreed). We are not liable for any defect in the Goods which would be apparent on inspection unless a claim is made before shipment. We are not liable for any damage during transit.

- 21.6 The Company will not liable for death or personal injury arising from the use of the Goods delivered in the territory of another State (within the meaning of s.26 (3) (b) Unfair Contract Terms Act 1977).
- 22 REJECTION**
- 22.1 Unless otherwise agreed in writing Goods rejected as not complying with the Contract must be rejected within 5 working days of delivery to the Buyer's premises or to such other place as specified by the Buyer.
- 23 CANCELLATION**
- 23.1 The Buyer may not cancel the order unless the Company agrees in writing (and clauses 4.3 (b.), and 23.2 then apply).
- 23.2 If the order is cancelled (for any reason) the Buyer is to pay the Company for all stock (finished or unfinished) that the Company may then hold (or to which the Company are committed to) for the order.
- 23.3 The Company may suspend or cancel the order, by written notice if:
- The Buyer fails to pay the Company any money when due (under the order or otherwise);
  - The Buyer becomes insolvent;
  - The Buyer fails to honour their obligations under these terms.
- 24. WAIVER AND VARIATIONS**
- 24.1 Any waiver or variation of these terms is binding in honour only unless:
- made (or recorded) in writing;
  - signed on behalf of each party; and
  - expressly stating an intention to vary these terms.
- 24.2 All orders placed from the Buyer with the Company will be on these terms (or any that we may issue to replace them). By placing an order with the Company, the Buyer is expressly waiving any printed terms they may have to the extent that they are inconsistent with the terms of the Company.
- 24 INTELLECTUAL PROPERTY**
- 24.1 The property and any copyright or other intellectual property rights in any Buyer Materials shall belong to the Buyer and any Company Materials shall, unless otherwise agreed in writing between the Buyer and the Company, belong to the Company, subject only to a licence in favour of the Buyer to use the Company Materials for the purposes of receiving the Goods.
- 25 FORCE MAJEURE**
- 25.1 The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.
- 26. WEEE UNITED KINGDOM BUSINESS CUSTOMERS ONLY**
- 26.1 For the purposes of this clause 'WEEE' means waste electrical and electronic equipment as defined in the WEEE Regulations. 'WEEE Regulations' means The Waste Electrical and Electronic Equipment Regulations 2006 (SI 2006/3289) (as amended, replaced and/or modified from time to time).
- 26.2 The Buyer shall:
- be responsible for financing the cost of collection, treatment, recovery and environmentally sound disposal by an approved, authorised treatment facility of:
    - all WEEE arising or deriving from the Goods; and
    - all WEEE arising or deriving from Goods placed on the market prior to 13 August 2005 where such Goods are to be replaced by the Goods and the Goods are of an equivalent type or are fulfilling the same function as that of such Goods;
  - comply with all obligations placed upon you by the WEEE Regulations in respect of all WEEE referred to in
  - and provide to the Company and our WEEE producers compliance scheme operator with such data, documents, information and other assistance as the Company and/or such scheme operator may from time to time reasonably require to enable the Company to comply with our obligations pursuant to the WEEE Regulations and such operator to satisfy the obligations assumed by it as a result of the Company's membership of the operator's compliance scheme.
- 26.3 The Buyer shall be responsible for all costs and expenses arising from and relating to the obligations in clause 26.1. The Buyer agrees and accepts that they shall not dispose of WEEE through municipal waste streams.
- 27 GENERAL**
- 27.1 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.
- 27.2 If the Buyer is more than one person, each is liable for all of the Buyer's obligations under these terms (joint and several liability).
- 27.3 If the Buyer places an order on behalf of a business, by ordering Goods from the Company, the Buyer confirms that they have the authority to bind your business.
- 27.4 If any of these terms are unenforceable as drafted:
- it will not affect the enforceability of any other of these terms; and
  - if it would be enforceable if amended, it will be treated as so amended.
- 27.5 If any provision or part of a provision of the Contract is found by any court or other body of competent jurisdiction to be illegal, invalid, void, voidable, unenforceable or unreasonable it shall be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 27.6 The Company may treat the Buyer as insolvent if:
- the Buyer is unable to pay their debts as they fall due; or
  - the Buyer (or any item of the Buyer's property) becomes the subject of:
  - any formal insolvency procedure (examples of which include receivership, liquidation, administration, voluntary arrangements (including a moratorium) or bankruptcy);
  - any application or proposal for any formal insolvency procedure; or
  - any application, procedure or proposal overseas with similar effect or purpose.
- 27.7 All brochures, catalogues and other promotional materials are to be treated as illustrative only. Their contents form no part of any Contract between the Company and the Buyer should not rely on them in entering into any Contract with the Company.
- 27.8 The Company shall be entitled to use any photography, testimonials or anything the Buyer, or any other Company connected to the Contract might say or quote for marketing purposes, including the use of the Buyer's Company logo, or any other logo connected to the project/ Contract in any way.
- 27.9 Any notice by either the Company or Buyer which is to be served under these terms may be served by leaving it at or by delivering it to (by first class post or by fax) the other's registered office or principal place of business. All such notices must be signed.
- 27.10 No Contract will create any right enforceable (by virtue of the Contracts (Rights of Third Parties) Act 1999) by any person not identified as the Buyer or seller.
- 27.11 The Company may transfer their rights under a Contract between the Company and Buyer to another organisation. The Buyer may only transfer their rights with a prior written approval to the Company.
- 27.12 The only statements upon which the Buyer may rely in making the Contract with the Company are those made in writing by someone who is (or whom you reasonably believe to be) their authorised representative and either:
- contained in the Company's estimate (or any covering letter) and not withdrawn before the Contract is made; or
  - which expressly state that the Buyer may rely on them when entering into the Contract.
- 27.13 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 27.14 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract. Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.
- END.**