

## Terms & Conditions of Sale

**INTERPRETATION:** The definitions and rules of interpretation in this following condition apply in these conditions.

**Seller:** LED By Vision Ltd and its subsidiary, trading or associated companies

**Buyer:** the person, firm or company who purchase the Goods from the seller

**Contract:** any Contract between the Buyer and the Seller for the sale and purchase of the Goods, incorporating these conditions

**Goods:** any Goods in the Contract to be purchased supplied to the Buyer by the Seller (including any part or parts of them).

A reference to a particular law is a reference to it as it is in force for the time being taken account of any amendment extension, application or re-enactment and includes any subordinate legislation for the time being under it. Words in the singular include the plural and I the plural include the singular. A reference to one gender includes a reference to the other gender. Condition headings do not affect the interpretation of these conditions.

**APPLICATION OF THESE TERMS:** The contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract. These conditions apply to all the Seller's sales and any variation to these conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by Director of the Seller. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Seller, which is not set out in the Contract.

Nothing in this condition shall exclude or limit the Seller's liability for fraudulent misrepresentation. Each order or acceptance of a quotation of Goods by the Buyer from the Seller shall be deemed to be an offer by the Buyer to buy Goods subject to these conditions no order placed by the Buyer shall be deemed to be acceptable by the Seller until a written acknowledgement of order is issued by the Seller or (if earlier) the Seller delivers the Goods to the Buyer. The Buyer shall ensure that the terms of this order and any applicable specification are complete and accurate. Any quotation is given on the basis that no Contract shall come into existence until the Seller dispatches an acknowledgement of order to the Buyer. Any quotation is valid for a period of 30 days only from its issue date, provided that the Seller has not previously withdrawn it or agreed otherwise expressly in writing.

**DESCRIPTION:** The quality and description of the Goods shall be as set out in the Seller's quotation or acknowledgement of order. All samples, drawings, descriptive matter, specifications and advertising issued by the Seller and any descriptions or illustrations contained in the Seller's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the goods described in them. They shall not form part of the Contract and this is not a sale by sample.

**DELIVERY:** Unless otherwise agreed in writing by the Seller, delivery of the Goods shall take place at the Seller's place of business. Any dates specified by the seller for the delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time. Subject to the other provisions of these conditions the Seller shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of good will and similar loss), costs, damages, charges or expense caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Seller's negligence), nor shall any delay entitle the buyer to terminate or rescind the contract. If for any reason the Buyer fails to accept delivery of any of the Goods when they are ready for delivery, of the Seller is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licenses or authorisation, risk in the Goods shall pass to the buyer. The Buyer shall provide at the Delivery Point and at its expense, adequate and appropriate equipment and manual labour for unloading the Goods. The Seller may deliver the Goods by separate instalments. Each separate instalment shall be invoiced

and paid for in accordance with the provisions of the Contract. Each instalment shall be separate. Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other contract or instalment.

**NON-DELIVERY:** The quality of any consignment of Goods as recorded by the Seller on dispatch from the Seller's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary. The Seller shall not be liable for any-delivery of Goods (even if caused by the Seller's negligence) unless the Buyer give written notice to the Seller of the non-delivery within three days of the date when the Goods would in the ordinary course of events have been received. Any liability of the Seller 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 rate Contract rate against any invoice raised for such Goods.

**RISK/TITLE:** The Goods are the risk of the Buyer, from the time of delivery. Each of the following clauses are separate and severable and shall be enforceable accordingly a) Notwithstanding delivery, all Goods supplied by the Seller will remain its absolute property until the Buyer has paid in full for them and for all other Goods previously supplied by the Seller b) The Buyer will store the Goods in such a way that they are readily identifiable as our property, but may, as trustees for the Seller, sell those to a third party in the normal course of their business activities c) Upon any sales of the Goods by the Buyer (either alone or with other items) all title right which it has have against the purchaser of the Goods shall automatically vest in us d) The Seller shall be entitled immediately after giving notice of its intention to repossess , to enter upon any premises with such transport as may be necessary and repossess and Goods to which it has title under this clause e) If the Buyer incorporates the Goods supplied by the Buyer into other products with or without materials it already possesses, (or which are supplied to the Buyer by third parties) The property in such other product will pass to the Seller and the Buyer shall store them without charge on the Seller's behalf as bailey f) The Buyer shall not be entitled to pledge or in any way charge by way of security any of the Goods which remain the Seller's property but in the event you do so all monies owing by the Buyer to the Seller shall without prejudice to any other right or remedy available to the Seller forthwith become due and payable g) The Buyer grants the Seller, its agents and employees and irrevocable license 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 possession has terminated, to recover them.

**PRICE:** Unless otherwise agreed by the Seller in writing, the price for the Goods shall be the price set out in the Seller's price list published on the date delivery or deemed delivery. The price for the Goods shall be exclusive of any value added tax and all costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which amounts the Buyer shall pay in addition when it is due to pay for the Goods.

**PAYMENT:** Payment of the price for the Goods is due in the agreed currency, GBP (unless otherwise specified), within the timescale specified by the Seller. Time for the payment shall be of the essence. No payment shall be deemed to have been received until the Seller has received cleared funds. All payment payable to the Seller under the Contract shall become due immediately on its termination despite any other provision. The Buyer shall make all payments due under the contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid order requiring an amount equal to such deduction to be paid by the Seller to the Buyer. If the Buyer fails to pay the Seller any sum due pursuant to the Contract, the Buyer shall be liable to pay interest to the Seller on such sum from the due date for payment at the annual rate of 1.5% above the base lending rate from time to time of National Westminster bank, accruing on a daily basis until payment is made, whether before or after any judgement. The Seller reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998. Should the Seller

deem it necessary to undertake debt collecting proceeding to recover the monies due the Buyer will be liable for any costs associated with these proceedings.

**RETURN OF GOODS:** The Company will accept returns of faulty goods notified within two days of delivery. If an order was placed in error, or the goods were not up to the Customer's expectation, there will be a 30% surcharge for administration and restocking fee deducted from the total value of the order (invoice). The delivery cost is a non-refundable. If faulty goods are to be returned to the Company, the Customer must obtain an RMA (Return Merchandise Authorisation) from the Company customer service department. The RMA will be valid for 28 days. The Customer shall incur all return charges. The Company cannot accept unauthorised returns, which do not have an RMA or identifying notice for the origin of the Goods being returned.

**QUALITY:** The Seller warrants that (subject to the other provisions of these conditions) on delivery of the Goods, the Seller shall endeavour to transfer to the Buyer the benefit of any warranty of guarantee given to the Seller the Seller warrants that (subject to the other provisions of these conditions) on delivery the Goods shall be of satisfactory quality within the meaning of the Sale of Goods Acts 1979, be reasonably fit for any particular purpose for which the Goods are being brought if the Buyer had made known that purpose to the Seller in writing and the Seller has confirmed in writing that it is reasonable for the Buyer to rely on the skill and judgement of the Seller. The Seller shall not be liable for a breach of any of the warranties unless the Buyer given written notice of the defect to the Seller, and, if the defect is as a result of damage in transit to the carrier, within two days of the time when the buyer discovers or ought to have discovered the defect, and the Seller is given a reasonable opportunity after receiving the notice of examining such Goods and the Buyer (is asked to do so by the Seller) returns such Goods to the Seller's place of business at the Buyer's cost of examination to take place there. The Seller shall not be liable for a breach of any of the warranties of the Buyer makes any further use of such Goods after giving such notice; or the defect arises because the Buyer failed to follow the Seller's oral or written instructions at to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or if the Buyer alters or repairs such Goods, nullifying the Seller's warranty terms, without the written consent of the Seller. If any of the Goods do not conform with any of the warranties the Seller shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if the Seller so requests, the Buyer shall, at the Buyer's expense, return the Goods or the part of such Goods which is defective to the Seller.

**LIMITATION OF LIABILITY:** The following provisions set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of; any breach of these conditions; any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and any representation, statement or tortuous act or omission including negligence arising under or in connection with the Contract. All warranties, conditions and other terms implied by the statute or common law (save for the conditions implied by the section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract. Nothing in these conditions excludes or limits the liability of the Seller, for death or personal injury caused by the Seller's negligence; or for any matter which it would be illegal for the Seller to exclude or attempt to exclude its liability; or for fraud or fraudulent misrepresentation. The Seller's total liability in Contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price, and the Seller shall not be liable to the Buyer for the loss of profit, loss of business, or depletion of good will in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

**ASSIGNMENT:** The Seller may assign the Contract or any part of it to any person, firm or company. The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Seller.

**FORCE MAJEURE:** The Seller 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 the circumstance beyond the reasonable control of the Seller including, without limitation, acts of God, Governmental actions, War or National emergency, acts of terrorism, protests, 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 suppliers or adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 30 days, the Buyer shall be entitled to give notice in writing to the Seller to terminate the Contract.

**GENERAL:** Each right or remedy of the Seller under the Contract is without prejudice to any other right or remedy of the Seller whether under the Contract or not. If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability, or unreasonableness or deemed servable and the remaining provisions or the contract and the remainder of such provision shall continue in full force and effect. Failure or delay by the Seller enforcing or partially enforcing any provision of the Contract shall not be construed as to waiver of any of its rights under the Contract. Any waiver by the Seller of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract. The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it. 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.

**COMMUNICATIONS:** All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid post, sent by fax, or sent by email. Communications shall be deemed to have been received; if sent by pre-paid post three days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting), or if delivered by hand, on the day of delivery, or if sent by fax or email on a working day prior to 16:00, at the end of transmission and otherwise on the next working day.