

selux LIGHTING

CONDITIONS OF SALE

1. BASIS OF THE SALE

1.1 The Seller sells and the Buyer buys the Goods in accordance with any written quotation accepted by the Buyer or any written order accepted by the Seller, subject in either case to these Conditions to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.

1.2 No variation to these Conditions is binding unless agreed in writing between the Buyer and the Seller.

1.3 The Seller's employees or agents are not authorised to make any representations or give advice or recommendations concerning the Goods, their storage, application or use unless confirmed by the Seller in writing. The Buyer acknowledges that it does not rely on, and waives any claim for breach of any such representations, advice or recommendations not so confirmed.

1.4 The Seller shall not be liable for any advice or recommendation given by the Seller, its employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by the seller.

1.5 Any typographical, clerical or other error or omission in any sales document of information issued by the Seller is subject to correction without any liability on the part of the Seller.

2. ORDERS AND SPECIFICATIONS

2.1 No order submitted by the Buyer is accepted by the Seller unless and until confirmed in writing by the Seller.

2.2 The Buyer is responsible for ensuring the accuracy of the terms of any order and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

2.3 If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses incurred by the Seller in connection with any claim for infringement of any industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's specification.

2.4 The Seller reserves the right to make any changes in the specification of the Goods to conform with any applicable safety or other statutory requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality of performance.

2.5 No order accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss, costs, damages, charges and expenses incurred by the Seller.

3. PRICE OF THE GOODS

3.1 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller (including, but without limitation, any foreign exchange fluctuation) any change in delivery dates, quantities or specifications requested by the Buyer, or any delay caused by the instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

3.2 Except as otherwise stated under the terms of any quotation or any price list of the Seller, and unless otherwise agreed in writing between the Buyer and the Seller, all prices are given by the Seller on ex works basis, and where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Buyer shall pay the Seller's charges for transport, packaging and insurance.

3.3 The price is exclusive of any applicable VAT which the Buyers shall additionally pay to the Seller.

4. TERMS OF PAYMENT

4.1 Subject to any special terms agreed in writing between the Buyer and the Seller, the Seller may invoice the Buyer on or at any time after delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller may invoice the Buyer at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the goods.

4.2 In case where the Seller agrees to supply Goods on credit, **the Buyer shall pay the price of the Goods within 30 days of the date of the Seller's invoice**, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

4.3 In all other cases, the Buyer shall pay the price of the Goods within 14 days of dispatch by the Seller of the Seller's Proforma invoice but, in any event, prior to delivery and the Seller shall be entitled to refuse to allow the delivery to take place until such time as the Seller is in possession of cleared funds in full payment of the price for the goods the subject of the Contract.

4.4 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller may cancel the contract or suspend any further deliveries to the Buyer, 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 Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer) and charge the Buyer interest on the amount unpaid at 4% per annum above National Westminster Bank base rate from time to time, until payment in full is made such interest is to be calculated on a daily basis.

5. DELIVERY

5.1 Delivery of the Goods is made by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed by the Seller, by the Seller delivering the Goods to that place.

5.2 Any dates quoted for delivery of the Goods are approximate only and the Seller is not liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice.

5.3 Where the Goods are to be delivered in installments, each delivery constitutes a separate contract and failure by the Seller to deliver any one or more of the installments in accordance with these Conditions or any claim by the Buyer in respect of any one or more installments does not entitle the Buyer to treat the contract as a whole as repudiated.

5.4 If the Seller fails to deliver the Goods for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability is limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.

5.5 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions then, without prejudice to any other right or remedy available to the Seller, the Seller may store the Goods until actual delivery and charge the Buyer for the reasonable costs (including Insurance) of storage, or sell the Goods and (after deducting all reasonable storage and selling expenses) charge the Buyer for any shortfall.

6. RISK AND PROPERTY

6.1 Risk of damage to or loss of the Goods passes to the Buyer. In the case of Goods to be delivered at the Seller's premises, when the Seller notifies the Buyer that the Goods are available for collection, or in the case of the Goods to be delivered otherwise than at the Seller's premises: at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

6.2 Property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other goods for which payment is then due.

6.3 Until the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separated from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property. Until that time the Buyer is entitled to resell or use the Goods in the ordinary course of its business. But shall account to the Seller for the proceeds of the sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the Buyer and the third parties and, in the case of tangible proceeds, properly stored, protected and insured.

6.4 Until the property in the goods passes to the Buyer the Seller is entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter any premises where the Goods are stored and repossess the Goods.

6.5 The Buyer is not entitled to pledge or in any way charge any of the Goods which remain the property of the Seller, but if the Buyer does so all moneys owing to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

7. WARRANTIES AND LIABILITY

7.1 The Seller warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 6 months from the date of their initial use or 8 months from delivery, whichever is the first to expire subject to the following conditions:

7.1.1 the seller is not liable for any defect in the Goods arising from any drawing, design or specification supplied by the Buyer.

7.1.2 the seller is not liable for any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Seller's approval.

7.1.3 the Seller is not liable under the above warranty (or any other warranty condition or guarantee) if the total price for the Goods has not been paid by the due date for payment.

7.1.4 the above warranty does not extend to parts, materials or equipment not manufactured by the Seller, for which the Buyer shall only be entitled to the benefit of any such warranty or guarantee given by the manufacturer to the Seller.

7.2 Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by the statute or common law are excluded to the fullest extent permitted by law.

7.3 Any claim by the Buyer based on any defect in the quality or condition of the Goods or their failure to correspond with the specification shall be notified to the Seller within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If the Buyer does not notify the Seller accordingly the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

7.4 Where any valid claim based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price, but the Seller shall have no further liability to the Buyer).

7.5 Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation, implied warranty condition or other term, or any duty at common law, or under the express terms of the contract, for any consequential loss or damage except as expressly provided in these conditions.

7.6 The Seller is not liable to the Buyer for any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control including explosion, flood, fire or accident, civil disturbance, regulations, bye-laws, prohibitions or measures of any kind of industrial actions or trade disputes, difficulties in obtaining raw materials, labour, fuel, parts of machinery, power failure or breakdown in machinery.

8. CONFIDENTIALITY

8.1 All plans, specifications and other information provided by the Seller shall be considered as confidential and the Buyer shall not without the prior written consent of the Seller divulge any such information or provide copies of the design, drawings or specifications to any third party. Furthermore the samples, specifications, designs and documents supplied by the Seller to the Buyer shall remain the property of the Seller and the Buyer shall, at its own expense, return such property to the Seller within 7 days of any request being made by the Seller.

9. INSOLVENCY OF BUYER

9.1 If the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes in to liquidation (otherwise than for the purposes of amalgamation or reconstruction); or an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or the Buyer ceases, or threatens to cease, to carry on business; or the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly then, without prejudice to any other right or remedy available to the Seller, the Seller may cancel the Contract or suspend any further deliveries without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable.

10. GENERAL

10.1 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

10.2 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

10.3 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

10.4 The Contract shall be governed by the laws of England.

