

Conditions of Sale

1. **Definitions and Interpretation:** The following terms as used herein shall have the meaning as stated: "Company" means NET LED Limited (Company Number 067949450) whose registered office is at Buckingham Business Park, 300 Anderson Road, Cambridge, Cambridgeshire, CB24 4UQ; "Contract" means any contract between the Company and the Customer for the sale of any Goods, incorporating these Conditions of Sale; "Customer" means any person, firm, company or other organisation who is the addressee of the Company's quotation or acceptance of order issued by the Company and who shall be either an End User or a Reseller; "Business Day" means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business; "End User" means any Customer who purchases the Goods for their own use or for use by a third party, without resale; "Goods" means the goods which are the subject of any acceptance of order issued by the Company; "Manufacturer's Warranty" means any warranty provided by a manufacturer in respect of the Goods supplied by the Company; "Reseller" means any Customer who purchases the Goods for resale to a third party. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it. Words in the singular include the plural and in the plural include the singular. Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms. A reference to writing or written includes faxes and emails.
2. **Application of Conditions:**
 - 2.1 Subject to any variation under Condition 2.3, the Contract shall be on these Conditions of Sale to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order or other document).
 - 2.2 No terms or conditions endorsed on, delivered with or contained in the Customer's purchase order, confirmation of order or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.
 - 2.3 These Conditions of Sale apply to the sale of any and all Goods by the Company and any variation to these Conditions of Sale and any representations about any Goods shall have no effect unless expressly agreed in writing and signed by an authorised signatory of the Company. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this Condition 2.3 shall exclude or limit the Company's liability for fraudulent misrepresentation.
 - 2.4 Each written purchase order or acceptance of a quotation for Goods by the Customer from the Company shall be deemed to be an offer by the Customer to purchase Goods subject to these Conditions of Sale.
 - 2.5 The Customer is responsible for ensuring that the terms of the order submitted by the Customer are complete and accurate.
 - 2.6 Any descriptive matter, drawings, descriptions or illustrations contained in the Company's catalogues, brochures, advertisements or on the Company's website are produced for the sole purpose of giving an approximate idea of the Goods described by them. They shall not form part of the Contract or have any contractual force.
 - 2.7 Any quotation shall not constitute an offer and is given on the basis that no Contract shall come into existence until the Company accepts the Customer's order in accordance with the provisions of Condition 3, below. Any quotation is valid for a period of 30 days only from its date, provided that the Company has not previously withdrawn it.
 - 2.8 No order of the Customer may be cancelled, deferred or altered by the Customer, except with the agreement in writing of the Company and on terms that the Customer 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 cancellation, deferment or alteration.
3. **Contract Formation:** The placing of an order following any quotation or other indication of price and delivery shall not be binding on the Company unless and until accepted by the Company in writing.
4. **Price:**
 - 4.1 Prices for the Goods, as set out in the Contract, are based on conditions in place on the date of the Contract and are subject to change as notified by the Company in writing. The effective price for any Goods sold under the Contract shall be that price confirmed by the Company in its notification of acceptance of the Customer's order pursuant to Condition 3, above.
 - 4.2 The Company reserves the right, by giving notice in writing to the Customer at any time before delivery, 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 (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, increase in the costs of any services used by the Company in performing its obligations under the Contract, or any increase in the costs of labour, materials or other costs of the manufacturers), any change in delivery dates or quantities for the Goods which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions.
 - 4.3 Unless otherwise stated the price quoted in the Contract will be exclusive of Value Added Tax which will be charged at the rate which is applicable at the date of despatch.
 - 4.4 Unless otherwise agreed in writing between the Customer and the Company, as set out in the Contract, all prices are given by the Company on an ex works basis and where the Company agrees to deliver the Goods otherwise than at the Company's premises, the Customer shall be liable to pay the Company's charges for transport, packaging and insurance.
5. **Delivery and Returns:**
 - 5.1 Whilst the Company will use its reasonable endeavors to deliver the Goods in accordance with the Customer's requirements as set out in the Contract, the Company will not be liable for any consequences of late delivery howsoever caused.
 - 5.2 Any time or date given by the Company for delivery is intended as an estimate only and time is not of the essence. No delay or failure in respect of delivery or part delivery shall entitle the Customer to treat the Contract as repudiated.
 - 5.3 Should expedited or early delivery be agreed, the Company reserves the right to levy an extra delivery charge and to charge for any additional costs and charges associated with facilitating expedited or early delivery in addition to those set out in the Contract.
 - 5.4 The Company may make partial delivery of any order or deliver any order by installments and these Conditions of Sale shall apply to each. Each delivery shall be deemed to be a separate Contract.
 - 5.5 If for any reason the Customer fails to take or accept delivery of any of the Goods, or the Company is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licences or authorisations: (i) risk in the Goods shall pass to the Customer (including for loss or damage caused by the Company's negligence); (ii) the Goods shall be deemed to have been delivered; and (iii) the Company may store the Goods until delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance); or (iv) the Company may sell the Goods at the best price readily obtainable and (after deducting any reasonable costs and expenses in connection with the storage and expedited sale of the Goods), charge the Customer for any shortfall below the price for the Goods.
 - 5.6 Returns of non-faulty Goods are not permitted without the Company's prior consent. If the Company agrees to accept returns, the Goods must be returned at the Customer's expense in the condition in which they were supplied and less than 12 months old, or less than 3 months old for any products containing a battery, and their return will be subject to a minimum administrative charge of 25% of the total Contract price. Prior to returning the Goods, an RMA number must be sought from the Company and affixed in the manner described in Condition 9.5 below for any return to be processed.
6. **Acceptance:** Acceptance of the Goods by the Customer shall be deemed to have occurred conclusively three (3) days after receipt of the Goods by the Customer, unless the Customer shall give written notice of rejection prior to expiry of the said period.
7. **Payment:**
 - 7.1 Provided that the Customer has produced references which in the Company's opinion are satisfactory, then settlement terms will be offered, the default terms being net thirty (30) days from the invoice date. In all other cases payments shall be made in advance upon submission by the Company of a pro-forma invoice. All payments due to the Company shall be made without any deduction, withholding or set-off.
 - 7.2 The Company may invoice the Customer for the Goods on or at any time after the completion of delivery.
 - 7.3 Failure by the Customer to pay any invoice by its due date shall entitle the Company to: a) at its option, charge interest at the rate of five percent (5%) per annum above the base lending rate from time to time of Barclays Bank PLC calculated on a daily basis (whether before or after any judgment) until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest); b) charge the Customer with any costs incurred by the Company in the course of collecting outstanding monies due to the Company from the Customer; c) suspend any warranty for the Goods or any other goods supplied by the Company to the Customer, whether or not they have been

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paid for; d) set off any amount owed by the Company to the Customer against any amount owed by the Customer to the Company on any account whatsoever; e) suspend or cancel any future deliveries; and f) cancel any discount or price reduction (if any) offered to the Customer. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

7.4 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Company may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Company to the Customer.

- 8. Force Majeure:** 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 Customer (without liability to the Customer) if it is prevented from, or delayed in, the carrying on of its business (wholly or in part) due to circumstances beyond the reasonable control of the Company 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 any inability or delay in obtaining supplies of adequate or suitable materials, or the failure or demise of any source of supply.

9. Warranty:

9.1 The Goods sold by the Company come with a Manufacturer's Warranty. If the product develops a fault within the warranty period set out in the Manufacturer's Warranty assistance will be provided by way of repair or maintenance depending on the Goods purchased. Batteries are covered by the specific warranty period as stated under the Manufacturer's Warranty in the Product Catalogue. Wear and tear is not covered by the Manufacturer's Warranty.

9.2 The Company makes no representation or warranty of any kind express or implied statutory or otherwise regarding the products sold except as provided for in 9.1 above.

9.3 The Company's liability under the said warranty shall be limited to the replacement of any part of the Goods found to be defective and notified to the Company within the warranty period set out in the Manufacturer's Warranty by the Customer or within 48 hours, if the defect is a result of damage in transit.

9.4 The Company may at its absolute discretion extend the warranty given in 9.1 for such extended period as the Company may offer from time to time provided always that the End User registers their purchase of the Goods via the Company's online portal at www.netled.co.uk.

9.5 Upon notification of any defect as aforesaid, the Customer shall purchase an advance replacement luminaire or components, following the replacement of the luminaire or components the Customer shall raise and issue a Debit Note for the faulty parts to the Returns Department. The debit note must detail the item(s) being returned, reasoning of the return, the price to be credited, the original purchase order number and original date of purchase. The Customer's warranty period is valid only from the date of original order, not the advance replacement order.

The Company will issue the Customer with an RMA number, with UPS collection label(s) which the Customer must utilise in returning the Goods by clearly marking the outside of the return packaging with the RMA number and including this on all supporting documentation, ready for UPS to collect the next working day; in the absence of an RMA number as aforesaid, the Company may not process the returned Goods. Transportation costs incurred by either party in sending any Goods or parts of the Goods to the other under the Manufacturer's Warranty shall be paid by the sending party in each case. Any costs associated with removing the defective item prior to returning the same to the Company and any subsequent re-installation costs shall be borne exclusively by the Customer. Once the items have been received, NET LED will determine (in its sole discretion, acting reasonably) whether the Goods need to be replaced/credited.

9.6 Goods returned must be in their original packaging and in clean condition. Goods returned otherwise will, at the Company's discretion, either be refused or a further additional fee charged to cover the additional costs involved.

9.7 The Company shall not be liable for any breach of any warranty in Conditions 9.1, if: a) the Customer makes any further use of any Goods which the Customer has alleged to be defective after giving notice of any such defect; b) the Customer or anybody other than the Company alters or repairs the Goods without the prior written consent of the Company; c) the defect arises because the Customer failed to follow any safety regulations or any oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice (or the defect arose in any event through installation errors occasioned by the installer, or the installer was not a qualified electrician); d) the defect arises from fair wear and tear, wilful damage, negligence or accidental damage, glass breakage, abnormal working conditions or from any misuse of the Goods; e) the full price for the Goods has not been paid by the time for payment stipulated in Condition 7.1; or f) the defect is of a type specifically excluded by the Company by notice in writing, or has been caused by external factors, including but not limited to weather or transit damage.

9.8 If upon investigation, the Company reasonably determines that any failure, defect in or malfunction of the Goods is a result of any of the matters referred to in Condition 9.7, the Customer shall be liable for all costs reasonably incurred by the Company in investigating the same and determining the cause.

9.9 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

9.10 These Conditions shall apply to any repaired or replacement Goods supplied by the Company.

10. Exclusion of liability:

10.1 The Customer is relying on its own skill and judgment in relation to the suitability of the Goods for its purposes and the Company accepts no liability whatsoever for any knowledge it may possess as to the purpose for which the Goods are supplied. Without limitation, the Customer shall be solely responsible for determining the inter-operability or compatibility of the Goods with any other goods.

10.2 Any and all liability arising from the use of the Goods under any conditions whether or not known or made known to the Company, or resulting from any assistance rendered at the Customer's request and whether expressed or implied by statute or common law is (insofar as it may lawfully be) hereby excluded.

10.3 All conditions, warranties and liabilities whatsoever whether express or implied, statutory or otherwise, are hereby expressly excluded and the Company shall be under no liability whatsoever for any loss or damage of whatsoever kind, howsoever caused or arising, including but without being limited to any direct, indirect or consequential loss or damage, lost profits, loss of use or other economic loss, provided that nothing herein contained shall be construed so as to exclude or limit the liability of the Company: a) for death or personal injury caused by the Company's negligence; b) for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or c) for fraud or fraudulent misrepresentation.

10.4 The Company'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.

10.5 The Company maintains the following types of insurance coverage subject to the annual limits indicated in this Condition 10.5, but this shall not affect the extent of the Company's liability hereunder:

- a) Employers Liability: £ 10 million for any one claim;
- b) Public Liability: £ 10 million for each occurrence; and
- c) Products Liability: £ 10 million in the aggregate.

10.6 The Customer acknowledges that the Company only maintains Professional Indemnity insurance in respect of providing lighting guides, as the contingencies covered by this type of insurance are not relevant to any other aspect of the Company's business.

10.7 The Customer undertakes to take all steps necessary to ensure that the Goods and their use will be safe and without risk to health or property. The Customer shall indemnify the Company against any liability, whether civil or criminal, which the Company may incur in respect of any injury, loss or damage caused by the Goods or their use by the Customer.

- 11.** Changes: The Company reserves the right without prior approval from or notice to the Customer to make changes to the Goods in order to meet any statutory or other requirement.

12. Risk and Title:

12.1 Risk of damage to or loss of the Goods shall pass to the Customer:

- a) in the case of Goods to be delivered at the Company's premises, at the time when the Company notifies the Customer that the Goods are

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available for collection; or
(b) in the case of Goods to be delivered otherwise than at the Company's premises, at the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when the Company has tendered delivery of the Goods.

12.2 Ownership of the Goods shall remain with the Company and shall not pass to the Customer until the Company is paid in full without deduction or set off for all of the Goods and no other amounts are owed by the Customer to the Company in respect of any other goods supplied by the Company.

12.3 If the Customer is late in paying for the Goods or any other goods supplied by the Company, the Company may, if still the owner, recover and resell them. The Company may require the Customer to deliver up the Goods and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored, for the purpose of inspecting the Goods, labelling them and/or recovering them. This does not affect any other right of the Company. Where the Goods are stored at the premises of a third party, the Customer shall procure appropriate rights of entry to said premises for the Company.

12.4 Until the Customer has paid the Company for the Goods and all other goods which the Company has supplied to the Customer in respect of which any amount is owed to the Company, the Customer:

(a) shall hold the Goods on a fiduciary basis as the Company's bailee;

(b) must store the Goods separately from all other goods held by it so that they remain readily identifiable as the Company's property;

(c) must not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

(d) must maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery (holding the proceeds of any such insurance in trust for the Company in respect of the Goods);

(e) must notify the Company immediately if it becomes subject to any of the events listed in Condition 14.1 (c);

(f) must not assign to any other person any rights arising from a sale of the Goods without the Company's written consent (and then only subject to a set of terms and conditions containing a Risk and Title clause which is at least as onerous as this Condition 12); and

(g) must give the Company such information relating to the Goods as it may require from time to time.

12.5 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.

12.6 On termination of the Contract, howsoever caused, the Company's (but not the Customer's) rights contained in this Condition 12 shall remain in effect.

13. Confidential Information and Intellectual Property Rights:

3.1 The Customer shall keep in strict confidence all technical or commercial know-how, specifications, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by the Company and any other confidential information concerning the Goods or the Company's business which the Customer may obtain and the Customer shall not use any such information for any purpose other than to perform its obligations under the Contract.

3.2 The Customer acknowledges the Company's ownership of any and all intellectual property rights in any Goods supplied to the Customer pursuant to the Contract and agrees not to contest the Company's ownership or use of any such intellectual property rights. Without limitation, the Customer shall not acquire any such intellectual property rights or any licence or grant of rights therein, nor shall the Customer register or attempt or permit to be registered, any such intellectual property rights or any licence or grant of rights therein.

14. Termination:

14.1 If at any time the Customer shall: a) commit a breach of any obligation arising hereunder; or b) default in making any payment by the due date; or c) become insolvent, be subject to a petition in bankruptcy filed by or against him or be placed under the control of a receiver, liquidator or committee of creditors; or d) suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply or e) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.1(c) and clause 14.1(d) (inclusive); or f) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or g) the Customer's financial position deteriorates to such an extent that in the Company's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or h) being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation; then the Company may, if it so elects, immediately terminate any Contract then subsisting by written notice subject to clause 14.2.

14.2 The Customer shall have thirty (30) days to correct the default notified in accordance with clauses 14.1(a) and 14.1(b) (if the default is capable of remedy), failing which termination shall take effect at the end of the thirty (30) day period.

14.3 Without limiting its other rights or remedies, the Company may suspend provision of the Goods under the Contract or any other contract between the Customer and the Company if the Customer becomes subject to any of the events listed in clause 14.1(a) to clause 14.1(h), or the Company reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

14.4 On termination of the Contract for any reason the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest accrued thereon.

14.5 Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.

14.6 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

15. General: No forbearance or indulgence granted by the Company to the Customer shall in any way limit the rights of the Company under these Conditions of Sale. Any waiver of a right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay to exercise any right or remedy shall constitute a waiver nor prevent or restrict further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other remedy. Any notice required or permitted to be given by either party to the other under these Conditions of Sale shall be in writing addressed to that other party at its registered office or principal place of business. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address herein referred; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission. Neither the Company nor the Customer intends 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. If any provision of these Conditions of Sale 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 of Sale and the remainder of the provision in question shall not be affected. The Company shall be entitled at its discretion to perform any of the obligations assumed by it and to exercise, assign, transfer or subcontract any of its rights granted to it under the Contract through any other company or subsidiary. The Customer may not assign, transfer or charge any or all of its rights or obligations under the Contract without prior written consent of the Company. Except as set out in these Conditions of Sale, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by the Company. The Contract constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings between the parties. These Conditions of Sale, the Contract and any dispute or claim arising out of or in connection with its subject matter or formation (including con-contractual disputes or claims), shall be subject to and construed under English Law. Each party hereby irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including con-contractual disputes or claims).