

SOLALIGHTING LIMITED

Terms and Conditions of Sale

1. Application of Terms

1.1 These General Terms and Conditions of Sale of Solalighting Limited (the Company) shall govern and be incorporated into every contract for the sale of goods (such goods being referred to as Products) made by the Company with any Customer to the exclusion of all other terms and warranties and representing the only terms upon which the Company trades notwithstanding any terms and conditions that may be contained in any order or other form of the Customer.

1.2 Acceptance by the Customer of delivery of Products shall be deemed to constitute unqualified acceptance of these terms and conditions and subsequent sales of Products shall be deemed to be subject to these conditions.

1.3 Any exclusion, waiver or variation of these terms and conditions may only be made in writing signed by a director of the Company.

2. Quotations

2.1 Any estimate, quotation or Company price lists shall constitute an invitation to treat. Any order placed by a Customer shall constitute an offer, which the Company may accept or decline.

2.2 The Company reserves the right to withdraw or amend a quotation at any time before receipt of an unqualified order from the Customer and each quotation shall be deemed withdrawn unless accepted within the period for acceptance stated on the quotation, or if no such period is stated, 30 days from the date of the quotation.

3. Prices

3.1 Save for valid quotations supplied under clause 2, all prices will be those ruling at the date of delivery and will be quoted ex works.

3.2 All prices are exclusive of Value Added Tax and any other similar taxes and duties which shall be paid by the Customer in addition.

4. Payment

4.1 The Company will request payment with order unless credit facilities are granted.

4.2 If credit facilities are granted, this is strictly on the basis that payment is received by the Company at its address quoted on the invoice within 30 days of the date of the invoice. Credit facilities may be withdrawn if this condition is not observed.

4.3 Time of payment is of the essence and the Company reserves the right to claim statutory interest at 8% above the Bank of England base rate from the date any invoice becomes overdue in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

4.4 Non-payment by the due date will entitle the Company to suspend further deliveries without notice.

4.5 The Company will not accept cash payment for any invoice where the sum tendered is more than £3,000.

5. Delivery and Risk

5.1 Times quoted for delivery are treated as estimates only. The Company will make all reasonable endeavours to deliver on time but will not be responsible for any loss or damage caused to the Customer by late delivery.

5.2 Products will be delivered to the Customer at the Company's address. The risk in the Products shall pass to the Customer upon such delivery taking place.

5.3 The Company will arrange for transport of Products to the Customer's address. The cost of carriage and insurance will be paid by the Customer and will be due on the date for payment of the price of Products. The carrier shall be deemed to be the Customer's agent.

5.4 No claim for damaged Products or for shortages or for non-delivery will be accepted by the Company unless written notice of such damage or shortage is received by the Company within 7 days of receipt of the Products by the Customer or within 7 days of the defect being discovered where the defect could not reasonably have been discovered earlier or (in the case of non-delivery) within 7 days from the date on which the Products could normally have been expected to be received by the Customer.

5.5 The Customer shall not accept delivery of the Products if there is any damage to the external packaging. The Customer shall instead reject the Products with the carrier and notify the Company immediately of rejection together with details of the damage. If the Customer fails to do this he is deemed to have accepted the Products.

5.6 If the Customer is a consumer he may at his cost within 7 working days of delivery return the Products to the Company in perfect condition for a full refund of the price paid, less any charge for packing and delivery.

6. Returns

6.1 The Company will only accept returns in the event of timely notification under the provisions of clause 5 above and with the prior agreement of the Company, which will only normally be granted in the event that the Products are damaged or defective.

6.2 If the Company agrees to accept Products which are in accordance with the contract for return, the Customer shall be liable to pay a handling charge of 20% of the invoice price. Products must be returned by the Customer carriage paid to the Company.

6.3 Products returned without the prior written approval of the Company may at the Company's absolute discretion be returned to the Customer or stored at the Customer's cost without prejudice to any rights or remedies that the Company may have.

6.4 Notwithstanding the provisions of this clause 6, any Customer who is a consumer is entitled to reject Products in accordance with clause 5.6 above.

7. Title

7.1 Until full payment has been received by the Company for Products supplied to the Customer, the Products shall remain the property of the Company.

7.2 Where property in the Products remains that of the Company, the Customer may deal with the Products in the ordinary course of business provided that:

7.2.1 The Customer stores the Products carefully and ensures that they are clearly identified as belonging to the Company which shall be entitled to examine the Products in storage.

7.2.2 The Company may at any time revoke the Customer's power of sale by notice to the Customer if the Customer is in default for longer than 14 days in payment of any sum due to the Company.

7.2.3 The Company and its agents or representatives shall be entitled at any time and without notice to enter upon any premises of the Customer in which the Products are stored or kept or reasonably believed so to be.

7.2.4 The Customer will insure the Products for their replacement value naming the Company as the loss payee.

7.2.5 The Customer's power of sale shall automatically determine if a receiver, administrative receiver or liquidator is appointed or a winding up order is made against the Customer or the Customer commits any act of bankruptcy.

7.3 The Customer shall not be entitled to charge any Products which remain the property of the Company by way of security for any indebtedness of the Customer, but if the Customer does so all money owing by the Customer to the Company shall forthwith become due and payable.

7.4 All Products shall remain the sole and absolute property of the Company until all debts owed by the Customer to the Company (whether part paid or otherwise) are settled in full.

8. Warranty

8.1 The Company warrants that at the date of delivery the Products will comply with their published specification and will correspond with the description given by the Company. However, the Company reserves the right to discontinue any of the Products or to change specifications or designs of the Products at any time without notice and without incurring liability.

8.2 The Company will repair or replace (at its sole option) Products (excluding electrical components) found by the Company to be faulty or defective within a period of 10 years from the date of sale, but strictly subject to such faulty Products being returned to the Company. Where Products are replaced the warranty period runs from date of sale of the original Products. Electrical components have a similar warranty, but only for a period of one year from the date of sale. These warranties are subject to the Customer completing and returning the Company's warranty card promptly after purchase. Statutory rights are not affected.

8.3 To the extent permitted by law the Company disclaims all other warranties with regard to the Products either expressed or implied including but not limited to any implied warranties of satisfactory quality or fitness for any particular purpose.

9. Liability

9.1 WITHOUT PREJUDICE TO CLAUSE 8.2 ABOVE, ANY LIABILITY OF THE COMPANY TO THE CUSTOMER ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO DIRECT LOSSES OR DAMAGE ONLY AND SHALL NOT EXTEND TO LOSS OF USE, LOSS OF PROFIT, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OR ANTICIPATED SAVINGS, AND SHALL NOT EXCEED AN AMOUNT EQUAL TO 150% OF THE PRICE OF THE PRODUCTS.

9.2 THE COMPANY DOES NOT LIMIT ITS LIABILITY IN RESPECT OF PERSONAL INJURY OR DEATH CAUSED BY THE NEGLIGENCE OF THE COMPANY OR ITS EMPLOYEES.

10. Termination and Insolvency

10.1 If the Customer fails to make a payment due to the Company on the due date or commits any other breach of this Agreement and fails to remedy such breach within a period of 30 days from receipt of notice in writing from the Company requesting remedy or if the Customer enters into an arrangement with its creditors or goes into liquidation or passes any resolution for winding up or becomes subject to the appointment of any receiver, administrative receiver or administrator or becomes bankrupt then:

10.1.1 The Company may by notice in writing to the Customer forthwith cancel the order and any other orders outstanding between the parties.

10.1.2 In the event of such cancellation the Company shall be entitled to reclaim any Products unpaid for in accordance with the provisions of clause 7.

10.1.3 The Customer shall remain liable to pay the Company the full purchase price for the Products less:

10.1.3.1 the disposal price received by the Company for Products in its possession or reclaimed from the Customer; and

10.1.3.2 Any part of the purchase price for Products paid by the Customer to the Company.

11. Intellectual Property Rights

11.1 The Company owns and retains all intellectual property rights know-how and confidential information in the Products, and in any additions to or enhancements of the Products which may be developed as a result of any requirement of the Customer.

11.2 Where any designs or specifications have been supplied by the Customer for manufacture by the Company then the Customer warrants the use of those designs or specifications for the manufacture, assembly or supply of the Products does not infringe the rights of any third party.

12. Force Majeure

12.1 The Company shall have no liability for delays in performing any obligations to the Customer due to any cause of whatever nature outside the reasonable control of the Company.

12.2 In such event the Company may without liability cancel or vary the terms of the contract including extending the time for performing it. The Customer shall take or pay for such part of the Products as the Company shall be able to deliver.

13. Law

This Agreement shall be governed by and construed in accordance with the laws of England. The Customer agrees to the non-exclusive jurisdiction of the Courts in England and Wales.