

TRADING TERMS AND CONDITIONS

1. OUR CONTRACT

1.1 These terms and conditions govern the supply of goods sold by Orlight Limited company number 03331729 of Unit 21B Cranborne Ind Estate, Cranborne Road, Potters Bar EN6 3JN ("we" and "us") to the customer ("you") and constitute the entire and only agreement between us in relation thereto.

1.2 All orders places written or verbal are subject to acceptance by us by delivery of the goods to you at which point a legally binding contract is constituted between us. The processing of your payment and acknowledgement of your order does not constitute legal acceptance of your order.

PRICE & PAYMENT

2.1 All prices quoted are trade prices plus vat at the prevailing rate. These prices can be subject to change without prior notice as discounts can be reduced without prior notice. Trade prices will be published within current literature or can be advised verbally or in writing.

2.2 We reserve the right to change the price of our goods, if the supply cost to us increases due to market conditions but we will confirm the prevailing price with you before accepting you order. We are not obliged to accept your order for such goods and may decline the order or limit the order quantity.

2.3 On occasion, trade prices in our catalogue may differ from the then listed trade prices for the product. We are under no obligation to honour published trade prices.

2.4 Our standard account terms are 30 days nett of invoice unless both parties have made prior to purchase and in writing special arrangements. Time is of the essence for payment and we reserve the right to revoke credit on overdue accounts. Unpaid accounts will incur interest costs at HSBC Invoice Finance's standard rate. In the event of litigation, the process will be taken over by HSBC Invoice Finance and any costs incurred will be payable to them. You are responsible for orders placed by your employees either written or verbal and you must inform us in writing of any changes made in terms of your employee's authority to place orders.

2.5 All orders lesser in value than £200 nett of vat and discount will be subject to carriage costs at £12.50. We will not supply any orders to a lesser value without charging carriage. This is very important to keep in mind when placing verbal orders. Whilst we make every effort to inform customers about carriage costs and encourage a carriage paid order at the point of sale, this is not our responsibility. We are at liberty to change our carriage charge without prior consent in the event of our couriers increasing prices.

2.6 Special carriage costs for UK Mainland only are as follows: £25 next day before noon. £45 next day before 10.00 am.

2.7 Any invoices remaining unpaid after a period of 90 days will lose any discounts applied and a claim will be made for items at published trade prices.

3. DELIVERY & TITLE

3.1 Unless you advise us either verbally or in writing of your intention to collect the goods from our warehouse, we will deliver them in accordance with your order.

3.2 In the unlikely event that you have not received your goods within the stated delivery time, you must notify us immediately. You must advise your customers not to commence any installation work until you have received your order and products have been checked for missing parts or defects.

3.3 Any short deliveries need to be notified in writing within 48 hours of delivery. We cannot entertain any claims for short deliveries if they are not notified within this period. Your staff must check quantities upon receipt of goods, as a delivery not is provided for this purpose.

4. PRODUCT SPECIFICATION

4.1 We reserve the right to alter product specification published in our catalogue or website at our discretion. This can be in the form of dimensions, material composition, recess depths, hole cut outs required, lamp type, and inclusion of lamps. It is imperative that installers are advised not to make preparations for materials in terms of hole cut outs without physically holding the products in their stores or at site. We will not be held responsible for costs in the event of specification changes to our product, lack of stock or non delivery.

5. AVAILABILITY

5.1 While we endeavour to hold sufficient stock in our warehouses to supply or deliver all goods ordered, we can be out of stock on certain products or ranges advertised in our website or literature. In the event of being out of stock, we will advise you of an estimated delivery time. This is only an estimate and we will not be held responsible if these items do not arrive on time. It is entirely your decision if you are going to wait for these items or source an alternative product.

5.2 Whilst manufacturing bespoke products on behalf of customers, again we will advise you of an estimated delivery time. This is an estimate and we cannot be held responsible for meeting this estimate. The order for bespoke products is taken on the principle that you cannot cancel the order once it has been placed in writing for any reason.

6. CANCELLATION, RETURN & LIABILITY

6.1 Goods cannot be sent back for credit without our written consent stating a valid returns number. Any debit notes you may issue for these purposes will not be valid.

6.2 Goods returned without our written consent and without notification will remain in our warehouses but will not be our responsibility. These goods if supplied correctly or otherwise not notified within the given timeframe will become due for payment and fall under clause 2.4

6.3 We will of course repair or replace products found to be faulty and within their individual warranty. We will not be held responsible for consequential losses, loss of profits, administrative inconvenience, disappointment or damage arising out of any problem in relation to the goods. We shall have no liability to pay money to you or any third party by way of compensation other than any credit, replacement or repair we make under these conditions.

6.4 We will only meet the cost of return (postage/courier costs) of faulty products and ask that we are able to nominate the carrier.

6.5 This does not affect your statutory rights as a consumer, nor is it intended to exclude our liability to you for fraudulent misrepresentation or for death or personal injury resulting from our negligence.

6.6 Goods are intended for use in the UK and we make no warranties that the goods are suitable for use outside the UK, or comply with any laws, regulations or standards of any jurisdiction outside the UK.

6.7 Our products are guaranteed against faulty materials and workmanship by us for one year from the date you have paid for the goods or we deliver to you whichever is the latter. Any goods which have been mishandled repaired; etc by you or anyone else will lose their guarantee.

6.8 Our guarantee is for the UK only.

7. TERMINATION

7.1 We may suspend further supply or delivery, stop any goods in transit or terminate our contract in writing to you if you are in breach of an obligation hereunder or you become unable to pay your debts when they fall due. Upon termination, your indebtedness to us becomes immediately due and payable and we shall be under no further obligation to supply goods to you.

8. DISCLAIMER

8.1 The data in our catalogue and website is provided in good faith and only for information. This data may not be used against us and we reserve the right to alter all product data at any time, without notice.

9. FORCE MAJEURE

9.1. We shall not be liable for delay or failure to perform any of our obligations under this order if the delay or Failure is caused by any circumstances beyond our reasonable control.

9.2. For the purposes of this condition, "force majeure" shall include, but not be limited to acts of God, war, Terrorism, civil disorder, industrial dispute, fire or explosions.

9.3. Upon the happening of a "force majeure" event we shall be entitled to a reasonable extension of time for the Performance of our obligations.

10. GUARANTEES

We do not provide additional guarantees.

11. EXCLUSIONS

11.1. We do not exclude liability for death or personal injury, however we shall not be liable for any direct loss or Damage suffered by you howsoever caused, as a result of any negligence, breach of contract, misrepresentation Or otherwise in excess of Twenty Thousand Pounds, £20,000.00

11.2. We shall not under any circumstances be liable for any indirect or consequential loss howsoever caused Whether by negligence, breach of contract, misrepresentation or otherwise.

11.3. We or our insurers shall not be liable or investigate any claim for loss unless you have given written notice To us within 14 days of its occurrence and given us or our insurers every facility to investigate such occurrence.

12. COMPLAINTS

We aim to provide a high level of service. If you do have an enquiry or complaint regarding the goods provided by We please address them to Dr. Michael Dangoor, Orlight Limited, 21b Cranborne Industrial Estate, Cranborne Road, Potters Bar, Herts, EN6 3JN.

13. JURISDICTION

If any part of these terms and conditions are found to be unlawful it shall not affect the validity or enforceability of The remaining clauses. These terms and conditions shall be construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English courts.