

## Terms And Conditions Of Sale

### 1. INTERPRETATION

In these Conditions: "the Seller" means Iberian Lighting Limited; the "Buyer" means the person firm or company to whom this form is addressed and "Defect" means a failure of the goods to be of satisfactory quality as defined in section 14 of the Sale of Goods Act 1979 as amended.

### 2. GENERAL

All quotations are made and all orders are accepted subject to these Terms and Conditions of Sale ("the Conditions") which supersede any earlier sets of conditions of the Seller wherever appearing and which override any terms or conditions stipulated incorporated or referred to by the Buyer. No modification or addition to these conditions shall be binding on the Seller unless made in writing and signed by an authorised officer of the Seller.

### 3. ACCEPTANCE

a) A quotation by the Seller shall be open for acceptance within the period stated therein or if no period is stated within 30 days of the date of quotation unless previously withdrawn. A quotation is limited to such goods as are specified therein. b) If the Buyer wishes to make an order on the basis of the quotation such order must be accompanied by sufficient information to enable the Seller to proceed with the order forthwith. Delay in supplying such information may lead to the need to revise the quotation prices. c) The contract incorporating these Conditions is created when the Seller confirms acceptance of the order in writing ("the Contract").

### 4. CANCELLATION AND VARIATION

4(1) Subject to Conditions 5b) and 12(2) no order which has been accepted by the Seller may be altered or withdrawn by the Buyer except with the agreement in writing of the Seller on terms that the Buyer shall indemnify the Seller in full against all losses (including loss of profit) costs (including the cost of all labour and materials used) damages charges and expenses incurred by the Seller as a result of such alteration or withdrawal. The Buyer shall indemnify the Seller against all additional costs incurred by the Seller resulting from any alteration or withdrawal of an order by the Buyer made without the written consent of the Seller. Such additional costs shall be paid forthwith upon the Seller's demand.

### 5. PRICES

a) The price of the goods shall be the price quoted by the Seller and confirmed in the Seller's order acknowledgement (E&OE). b) The Seller reserves the right by giving notice to the Buyer at any time before delivery to increase the price of goods to reflect any increase in cost to the Seller which is due to any factor beyond the reasonable control of the Seller. In the event that the Seller gives such notice to a Consumer-Buyer the Consumer-Buyer shall have the right without any liability to the Seller under Condition 4 above to cancel or alter its order by giving notice in writing to the Seller within 7 days of receipt of the Seller's notice. c) Prices quoted apply to a single order for call off at a rate to be agreed over a period not exceeding 12 months from date of order. d) Unless otherwise stated the price is exclusive of any applicable value added tax.

### 6. TERMS OF PAYMENT

6(1) Unless otherwise agreed in writing with the Seller payments from account holders shall be made nett without any deduction within 30 days from the date of invoice. 6(2) The Seller reserves the right to charge interest on any amounts unpaid at the end of this period of 30 days at 3% above the Base Rate for the time being in force of Natwest Bank and the Buyer shall be liable for any costs incurred by the Seller in recovering such amounts. 6(3) Payments from non-account holders must be made pro-forma.

### 7. STORAGE

If the Seller has not received full forwarding instructions to enable the despatch of goods within 14 days after notification to the Buyer that goods are ready for despatch or if the Buyer fails to take delivery of the goods on the date specified for delivery (without prejudice to any other right or remedy of the Seller) the Seller shall be entitled to arrange storage and charge costs (including insurance) thereby incurred to the Buyer.

### 8. PACKING

All goods unless stated otherwise shall be despatched in packaging suitable for road, rail, sea and air transportation. The Seller reserves the right to charge for any special packaging requirements of the Buyer.

### 9. RISK

All risk including that of damage to or loss of the goods shall pass to the Buyer: a) within 3 days after the time when the Seller notifies the Buyer that the goods are available for collection in the case of goods to be supplied at the Seller's premises; or b) at the time the goods are despatched from the premises of the Seller or if the Buyer wrongfully fails to take delivery of the goods at the time when the Seller has tendered delivery of the goods in the case of goods to be supplied otherwise than from the Seller's premises; or c) at the time of delivery of the goods to a carrier for delivery to the Buyer in the case of goods to be supplied in a manner otherwise than as set out in a) and b) above.

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### 10. RETENTION OF TITLE

10(1) It is hereby agreed and declared that until full payment has been received from the Buyer for goods the subject of this Contract and any other contract for the time being outstanding between the Seller and the Buyer: a) the goods shall remain the property of the Seller and the Buyer shall hold the goods as the Seller's fiduciary agent and bailee; b) the Buyer shall store and label the goods in such manner that they shall at all times remain separate from other goods in the Buyer's possession and identifiable as the Seller's goods; and c) the Seller its servants or agents shall be entitled to repossess the goods and to enter upon the land or buildings of the Buyer for the purpose of such repossession unless they have already been resold.

10(2) In the event that the goods have already been resold the Seller shall be entitled to the proceeds of the resale in the hands of the Buyer or any liquidator or Trustee in Bankruptcy of the Buyer and if the Buyer has not received payment for a resale the Buyer shall upon notice in writing by the Seller assign to the Seller all its rights against its customer in respect of that resale and notify its customer in writing that the proceeds of the resale shall be paid to the Seller.

10(3) Notwithstanding sub-condition 10(1)a) above the Buyer shall be entitled to dispose of the goods supplied under these conditions in the course of its business and to pass good title in the goods to a purchaser provided that such purchaser shall buy or agree to buy the goods in good faith for valuable consideration and shall have no notice of the Seller's rights herein. In the event of a disposal of the goods the Buyer shall account in a fiduciary capacity to the Seller for the proceeds of sale but may retain for itself any excess therein over the Buyer's total indebtedness to the Seller whether in respect of this or any other contract and all such proceeds of sale must be credited to a separate interest bearing fiduciary account which is not overdrawn and must not be combined with any other monies. The Buyer's bankers must be informed in writing that such monies are held by the Buyer on trust for the Seller and that until payment of any sums due under this Agreement the Buyer shall not be entitled to transfer or withdraw any monies from the account except on the Seller's instructions.

### 11. DELIVERY

a) Unless otherwise agreed, prices exclude delivery which shall be charged at cost. b) The Seller shall be free to effect delivery by any method of transport of its choice. All deliveries shall be to the entrance of the Buyer's premises only and the Seller shall have no liability whatsoever (including liability for negligence) for any loss or damage howsoever arising from any delivery beyond such point. The Buyer shall be responsible for off-loading all goods delivered.

### 12. LIABILITY FOR DELAY

12(1) Unless the Seller has accepted in writing a firm delivery date with time expressed to be of the essence of the Contract delivery dates are approximate. Any times quoted for despatch and delivery are to be calculated from the receipt by the Seller of a written order. The Seller shall incur no liability whatsoever for failure to deliver on dates quoted and delay in delivery shall not give the Buyer the right to cancel an order.

12(2) The Seller shall have no liability whatsoever (other than to return any deposit paid by the Buyer) for non-fulfilment of the Contract or for any failure to deliver by agreed dates where the same arises from any instructions or lack of instructions from the Buyer or from any industrial dispute or from any cause whatsoever beyond the Seller's reasonable control. 12(3) In any other case the Seller's liability for any non-fulfilment or failure to deliver shall not exceed the amount of the cost or damage actually suffered by the Buyer as a direct result therefrom (excluding any consequential loss or damage whatsoever) or the Contract Price whichever is the lesser.

### 13. DEFECTS IN SERVICE

13(1) Notice of complaints as to the quantity of goods supplied or the delivery of incorrect goods must be made in writing to the Seller within 14 days of the date of delivery at the end of which period any liability of the Seller for delivery of the incorrect quantity or the wrong goods shall cease. 13(2) The Seller shall at its option repair or replace goods or allow the Buyer a credit in respect of the goods where a Defect is notified to the Seller in writing within 12 months of the date of delivery provided that the Seller shall have no liability for: any defect arising from fair wear and tear misuse wilful damage or alteration of the goods without the Seller's written approval or for the replacement of consumables. A complaint or claim of any kind on the part of the Buyer shall not preclude the liability of the Buyer to make payment for goods. The repaired or replacement goods shall be supplied by the Seller free of charge. Unless previously agreed in writing, no third-party costs in respect of allegedly defective goods will be accepted by the seller. 13(3) The Seller agrees to pass on to the Buyer the benefit of any manufacturer's guarantees where available and to the extent that it is permitted to do so.

### 14. INSPECTION AND TESTS

The Seller's goods are inspected and submitted to standard tests before despatch by the factory of manufacture. The Seller reserves the right to make an additional charge if tests other than those normally performed are required by the Buyer.

### 15. SPECIFICATIONS AND ADVERTISING MATTER

All specifications and drawings and particulars of weights and dimensions submitted by the Seller are approximate only and the description and illustrations contained in price lists and catalogues and other advertising matter of the Seller and its suppliers are intended merely to represent a general idea of the goods portrayed therein and none of these shall form part of the Contract.

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### 16. PERFORMANCE

The Seller shall accept no liability for failure of goods to attain any quoted performance figures unless specifically guaranteed by the Seller in writing. If the performance figures are outside the acceptable limits specified in such guarantee the Buyer shall be entitled to reject the goods provided that the Seller shall have been given reasonable time and opportunity to rectify their performance.

### 17. EXCLUSION AND LIMITATION OF LIABILITY

17(1) Except as expressly provided in these Conditions: a) all conditions warranties or other terms whether express or implied statutory or otherwise are hereby expressly excluded to the fullest extent permitted by law; b) the Seller shall not be liable to the Buyer by reason of any representation (other than a fraudulent representation) or any implied warranty condition or other term or any duty at common law or under the express terms of the Contract for loss of profits business or anticipated savings or for any consequential loss or damage costs expenses or other claims for consequential compensation whatsoever which arise out of or in connection with the supply or failure to supply the goods or their use or resale by the Buyer and c) except in respect of damage for which the Seller is not legally entitled to exclude liability the Seller's aggregate liability under the Contract for any claim or series of claims howsoever such claim or claims arise shall in no circumstances exceed the sum for which the Seller has reasonably insured therefor. Full details of such insurance shall be supplied on the Buyer's written request.

17(2) Nothing in Condition 17(1) shall exclude or restrict any liability of the Seller: a) for death or personal injury resulting from the negligence of the Seller and its servants or agents; b) for breach of its implied undertakings as to title; or c) where the Buyer deals as a Consumer within the meaning of the Unfair Contract Terms Act 1977 for breach of any implied conditions of the Sale of Goods Act 1979 as amended.

### 18. TERMINATION

Without prejudice to any other right or remedy available to the Seller the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without liability to the Buyer and if the goods have been delivered but not paid for the price shall become immediately due and payable in the event that a) the Buyer fails to carry out its obligations under any contract of which these Conditions form part; or b) the Buyer ceases or threatens to cease to carry on its business or any substantial part thereof; or c) distress execution judgement or any order of the Court is levied or enforced or executed upon or against any property of the Buyer; or d) a Receiver is appointed of the undertaking or assets of the Buyer; or e) a Resolution is passed or proceedings are commenced for the winding up of the Buyer; or f) the Buyer enters into any arrangement or composition with its creditors.

### 19. FORCE MAJEURE

The Seller shall not be liable for any failure to fulfil any obligation under this Contract to the extent that it is prevented from so doing by any cause beyond its reasonable control.

### 20. INVALIDITY

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 thereby affected.

### 21. NOTICES

Any notice or demand required to be served hereunder shall be sent by ordinary first class letter post shall be deemed to have been received 72 hours after posting.

### 22. WAIVER

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.

### 23. THIRD PARTIES

A person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract but this does not affect any right or remedy of a third party which exists apart from that Act.

### 24. GOVERNING LAW

Unless otherwise agreed in writing this Contract shall be read and construed to take effect in all respects in accordance with the laws of England and the Buyer hereby submits to the jurisdiction of the English courts.